

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION 2023-03**

**A PROCLAMATION RECOGNIZING NATIONAL SAFE BOATING
WEEK**

Whereas, on average, 650 people die each year in boating-related accidents in the U.S.; approximately 75% of these fatalities are caused by drowning;

Whereas, the vast majority of boating accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning would be alive today had they worn an appropriate life jacket.

Therefore, we, the Oconee County Council, do hereby support the goals of the Safe Boating Campaign and recognize May 20 – 26, 2023 as National Safe Boating Week and the start of a year-round effort to promote safe boating.

APPROVED AND ADOPTED this 16th day of May, 2023.
OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chairman, Oconee County Council

ATTEST:

Jennifer C. Adams, Clerk to Council
Oconee County, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF OCONEE ORDINANCE 2023-01

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECT FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the “County Council”), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended, the following amounts are hereby appropriated for the 2023-2024 fiscal year for Oconee County (the “County”) for ordinary County purposes.¹

General Fund:		
New Positions 13	778,521	
1 Parks, Recreation & Tourism Employees Paid by ATAX	-	
3 % Cost of Living Increase for all except County Council	1,012,448	
Salary Savings (1.3%)	(356,765)	
Gasoline/Diesel Contingency	78,000	
One Time Capital Request	592,250	
Administrator Contingency	251,000	
		2,355,454
Administrator	539,574	
Airport	2,019,059	
Assessor	1,112,460	
Board of Assessment Appeals	4,326	
Building Codes	737,212	
Chau Ram Park	406,426	
County Attorney	419,862	
County Council – (Salary Study, Pay Increases, etc. Approved by Council	1,374,907	
Debt Service Lease Payments	746,726	
Delinquent Tax Collector	401,439	
Department of Social Services	11,600	
Economic Development	666,133	
Fire/Emergency Services	7,688,804	
Facilities Maintenance	1,472,882	
Finance Office	871,720	

¹ See Attachment A, which is incorporated herein by reference, for detailed budgetary appropriations.

Health and Human Services Direct Aid	696,867	
Health Department	28,700	
High Falls Park	520,708	
Human Resources	352,799	
Information Technology	1,259,452	
Legislative Delegation	97,913	
Library	1,520,407	
Magistrate	939,611	
Non-Departmental	1,900,000	
Other Financing Uses	85,000	
Parks, Recreation and Tourism	867,662	
Planning	447,874	
Procurement	256,563	
Register of Deeds	333,815	
Roads and Bridges	3,219,897	
Soil and Water Conservation District	94,182	
Solid Waste	6,203,199	
South Cove Park	615,597	
Vehicle Maintenance	1,014,301	
Veterans' Affairs	221,164	
Voter Registration and Elections	385,635	
Total General:		39,534,476
Elected/Appointed Officials:		
Auditor	707,689	
Clerk of Court	919,201	
Coroner	330,939	
Probate Court	455,553	
Public Defender	250,000	
Sheriff	11,133,452	
Animal Control	758,405	
Communications	1,946,665	
Detention Center	5,090,281	
Solicitor	1,024,466	
Treasurer	724,419	
Total Elected Officials:		23,341,070
Total General Fund		65,231,000
Special Revenue Funds: [1]		
Emergency Services Protection	1,695,000	
Victim Services - Sheriff's Office	123,336	
Victim Services - Solicitor's Office	77,532	
911 Fund	784,000	
Tri-County Technical College	1,688,000	
Road Maintenance Fund	2,545,000	
Total Special Revenue Funds:		6,912,868
Capital Project Funds:[2]		
Economic Development	5,807,000	
Bridge & Culvert Fund	620,000	
Capital Equipment / Vehicle Fund	1,551,000	
Parks, Recreation and Tourism	620,000	
Total Capital Project Funds:		8,598,000
Enterprise Fund:		8,881,250
Debt Service Fund:		1,964,034
Grand Total of all Funds FY 2023-2024		91,587,152
[1] See sections 3 – 11 below.		
[2] See sections 3 – 11 below.		

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations (see also Sections 3 through 11 below) for the Oconee County Budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3

A tax of 3.0 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated for expenditures in the amount of \$1,688,000 for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 4

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,695,000 for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 5

A tax of 2.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$2,545,000 for the Road Maintenance

Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 6

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$620,000 for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 7

A tax of 1.1 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$5,807,000 for the Economic Development Capital Projects Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 8

A tax of 1 mill to provide funding for the Parks, Recreation and Tourism Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$620,000 for the Parks, Recreation and Tourism Capital Project Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Parks, Recreation and Tourism Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above,

all such revenues shall be retained and accounted for in the Parks, Recreation and Tourism Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 9

A tax of 2.0 mills to provide funding for the Debt Service Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,964,034 for the Debt Service Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Debt Service Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Debt Service Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 10

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, 911 Fund, and other special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

SECTION 11

A tax of 2.3 mills to provide funding for the Capital Vehicle / Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,551,000 for the Capital Vehicle / Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Capital Vehicle / Equipment Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Capital Vehicle / Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 12

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2023, as a part of the budget authorized by this Ordinance.

SECTION 13

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this Ordinance.

SECTION 14

All unexpended appropriations as of June 30, 2023, except for those specifically carried forward by this Ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated. The remaining unexpended appropriations will revert to the fund balance of the fund from which the appropriation originated, as stated herein.

SECTION 15

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

SECTION 16

The fees authorized for all County departments to charge for services of the County and to use for operations of the County are as set forth in a schedule of fees. This schedule of fees is included within **ATTACHMENT A**, which is incorporated herein by reference as fully as if set forth verbatim herein, and adopted as part of this ordinance, and the fees are hereby approved to be charged by the appropriate County departments. The County Administrator is hereby authorized to execute the Airport T-Hangar rental agreements, consistent with the rates established in the fee schedule.

SECTION 17

The County began contributing to retiree health benefits (the “Retiree Health Benefit Plan” or “Plan”) on behalf of employees and County retirees on January 1, 1985. Several amendments to the County’s Plan guidelines have occurred since that time; however, nothing in the Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are incorporated herein by reference, as fully as if set forth verbatim, and adopted as part of this Ordinance, and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The County Administrator is authorized to administer the Plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the fiscal year beginning July 1, 2023 and ending June 30, 2024. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR AND SUCH OTHERS AS ARE SPECIFICALLY AUTHORIZED BY COUNTY COUNCIL TO BE BOUND TO AN EMPLOYMENT CONTRACT), IS “AT WILL” AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

SECTION 18

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 19

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

SECTION 20

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2023.

SECTION 21

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

Adopted in meeting duly assembled this ____ day of June, 2023.

OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chairman, Oconee County Council

ATTEST

Jennifer C. Adams
Clerk to County Council

First Reading: May 2, 2023
Public Hearing: May 16, 2023
Second Reading: May 16, 2023
Public Hearing: June 6, 2023
Third Reading: June 6, 2023

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
BUDGET PROVISOS FOR FISCAL YEAR 2023-2024
ORDINANCE 2023-01

Section 1

The fund appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made or authorized shall be liable upon his official bond.

Section 2

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

Section 3

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

Section 4

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

Section 5

No officer, elected official, or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

Section 6

County Council may transfer funds from any fund, department, activity, or purpose to another by normal Council action, subject to all other applicable legal requirements.

The County Administrator is authorized to:

- (1) Transfer non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Fifty Thousand and 00/100 (\$50,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers.
- (2) Transfer salary appropriations within a department, or between departments within a fund, provided that the sum of such transfers for the entire fiscal year does not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.
- (3) Transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer

exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers; and, the sum of such transfers for the entire fiscal year shall not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

- (4) Any other transfers by the County Administrator require Council authorization.
- (5) Transfers by the County Administrator shall be reflected on the budgetary reports regularly submitted to Council.

All transfers authorized by this section are subject to the overall fund appropriation limits of this Ordinance

Section 7

For any equipment, vehicle, or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

Section 8

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate at the applicable time, by the Internal Revenue Service.

Section 9

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The per diem rates will be equal to the amounts published for the applicable time period and location by the United States General Services Administration. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

Section 10

The first \$1500 of Oconee County building permit fees and related and associated building code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States (“IRS”), to the extent the building project is for the general public good, and only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached and incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

Section 11

For all economic development projects in a joint County industrial or business park (“MCIP”) in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2023, excluding any MCIP agreements now in existence (or which have been previously approved by County ordinance) wherein a different allocation is in place, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millages shall be

divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County General Fund – 33%; Oconee County Economic Development Capital Projects Fund – 34%; School District of Oconee County - 33%; (2) all other taxing entities levying millage at the site in question - 1% each;^[1] (3) all other taxing entities in Oconee County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint County industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year.

Section 12

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2023 and ending June 30, 2024.

Section 13

Oconee County seeks to increase and maintain its unassigned fund balance to and at an amount not less than twenty-five percent (25%) of its regular general fund operating expenditures. (See Oconee Code of Ordinances Section 2-476.) Oconee County’s unassigned fund balance as of the last audited fiscal year (2022) was \$11,260,698. Oconee County’s assigned fund balance as of the last audited fiscal year (2022) was as follows:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$ 912,806
Assigned funds for the Solid Waste rental/purchase of equipment required for concrete recycling:	\$ 20,994
Assigned funds for the Healthcare Reserve General Fund balance:	\$2,000,000
Assigned funds for the OPEB Reserve General Fund Balance:	\$1,207,715

Section 14

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT B**.

Section 15

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

Section 16

Oconee County receives federal, state, and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee

^[1] If there are other taxing entities levying millage at the site in question, then the County and the SDOC percentages shall apply to the remainder.

County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this Ordinance. The Oconee County Administrator, or his or her duly authorized representative, is hereby authorized to apply for all federal, state, and other grants for which no County matching funds are required, if all necessary operating funds for the County facility, institution, or programs in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by County Council through the annual County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of the County, and to receive and expend such federal and state grant funds, for the purposes authorized in the respective grant applications.

Section 17

Allocation of proceeds from sale or disposal of Vehicles/Equipment shall be deposited into the Capital Equipment – Vehicle Fund except for any proceeds from the sale of equipment belonging to the County rock quarry, which will be deposited back into the enterprise account for that activity. All other proceeds from the sale or disposal of surplus supplies and property shall be deposited into the County's general fund.

Section 18

Revenues collected from recycled concrete shall be designated for the rental / purchase of equipment required for concrete recycling.

Section 19

Due to the volatile petroleum market, a fuel contingency account in the Administrator's Department is required for FY 23-24. These funds will only be utilized, when required, for necessary fuel expenditure overages. Funding for the fuel contingency account will come from:

- FY 22-23 utility savings of up to \$50,000 (*contingent upon year end verification of availability*); and
- FY 22-23 unexpended salary funds of up to \$100,000 (*contingent upon year end verification of availability*).

Section 20

The County Administrator may waive up to Five Thousand and 00/100 (\$5,000.00) Dollars per fiscal year in Oconee County encroachment fees, building permit fees, and related and associated building code fees for each municipality located within Oconee County, but only to the extent the subject building project is for a public purpose.



Oconee County Administrator's Recommended Budget 2023-2024

**Ordinance 2023-01
2nd Reading**

May 16, 2023

**May 2, 2023 – 1st Reading
May 16, 2023 – Public Hearing
May 16, 2023 – 2nd Reading
June 6, 2023 – Public Hearing
June 6, 2023 – 3rd & Final Reading**

FY 2023 - 2024 Budget Summary Changes

Expenditures				
Description	3/24/2023	4/18/2023	5/2/2023	5/16/2022
3% COLA Increase all except County Council	2,167,993	2,052,864	2,052,864	1,012,448
New Positions	885,086	866,443	778,521	778,521
Fuel Contingency	-	13,212	13,212	13,212
Administrator's Contingency	-	14,569	15,569	15,569
Salary Savings	-	-	(356,765)	(356,765)
One Time Capital	(233,919)	(812,750)	(1,327,750)	(1,327,750)
General Government	516,206	381,236	339,437	1,379,853
Public Safety	2,327,717	2,351,430	2,281,430	2,281,430
Transportation	(300,524)	(276,492)	(282,992)	(282,992)
Public Works	783,233	783,233	761,233	761,233
Culture and Recreation	(78,710)	(78,710)	(78,710)	(78,710)
Judicial Services	97,065	154,076	174,076	174,076
Health and Welfare	(41,111)	(41,111)	(41,311)	(41,311)
Economic Development	8,381	381	381	381
Non Departmental	4,000	4,000	(35,000)	(35,000)
Debt Service Lease Payments	4,152	4,152	4,152	4,152
Other Financing Uses	(64,367)	(64,367)	(64,367)	(64,367)
Total Increase in Expenditures	6,075,202	5,352,166	4,233,980	4,233,980
Revenues				
Description	3/24/2023	4/18/2023	5/2/2023	5/2/2023
Property Taxes	2,943,797	2,925,154	2,475,154	2,475,154
Intergovernmental	603,688	603,688	403,688	403,688
Licenses, Permits and Fees	1,635,500	1,056,107	843,608	843,608
Fines and Forfeitures	30,100	30,100	24,413	24,413
Charges for Services	1,077,448	952,448	952,448	952,448
Interest and Investment Income	300,000	300,000	300,000	300,000
Miscellaneous and Other	55,225	55,225	55,225	55,225
Other Financing Sources -	(186,500)	(186,500)	(436,500)	(436,500)
Use of Fund Balance	(384,056)	(384,056)	(384,056)	(384,056)
Total Increase in Revenues	6,075,202	5,352,166	4,233,980	4,233,980

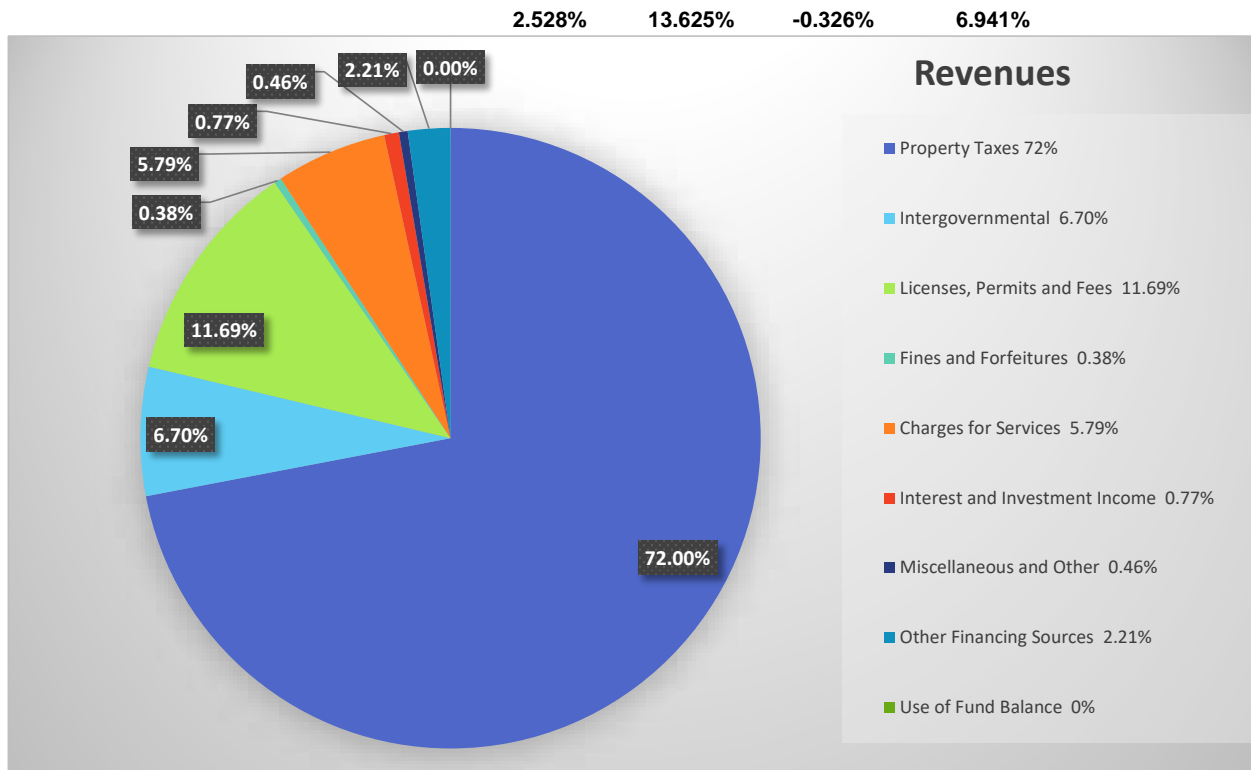
Reduction from 3/24/23 Numbers

(1,841,222.00)

These numbers represent the increase from Fiscal Year 2022-2023 Amend Budget to the current Administrator's Recommended Budget.

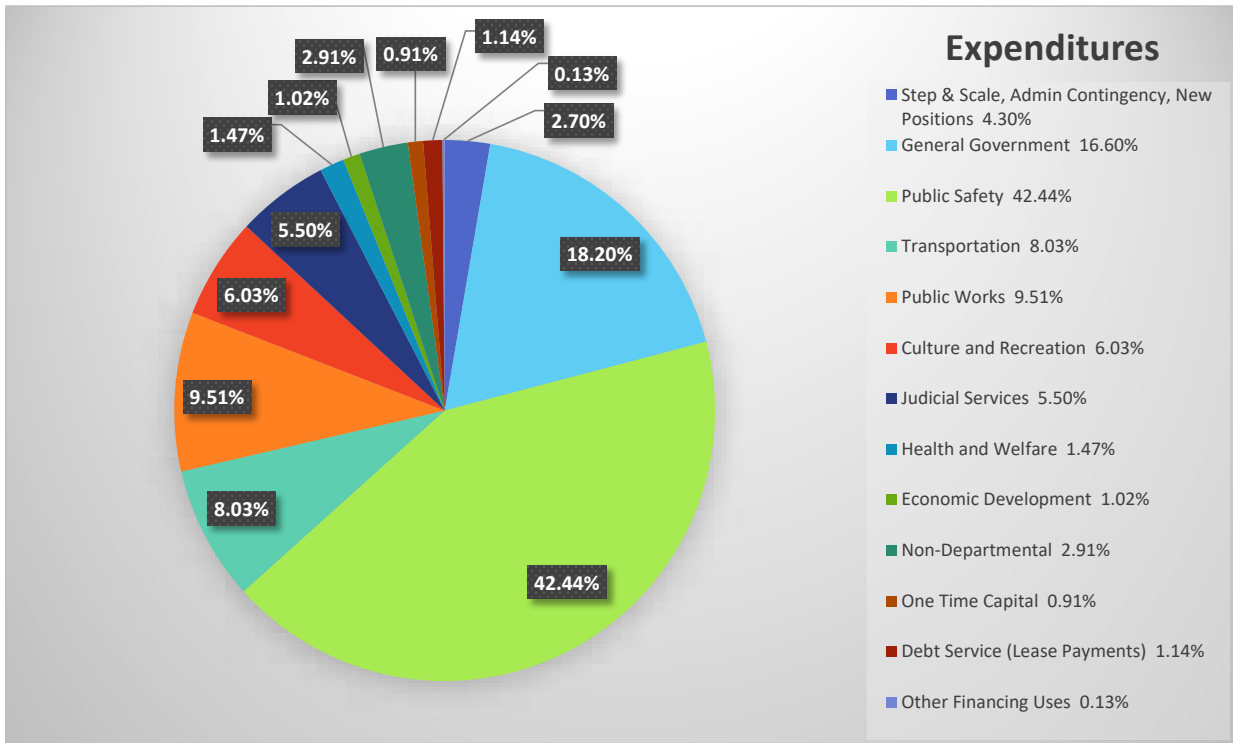
**Oconee County, South Carolina
General Fund Summary
2023-2024 Budget**

Revenues and Other Financing Sources							
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended		% Change from FY 2023
Property Taxes	36,730,275	38,531,227	41,474,316	44,493,703	46,968,857	Pg 5	5.56%
Intergovernmental	3,995,120	4,686,613	4,888,193	3,968,222	4,371,910	Pg 6	10.17%
Licenses, Permits and Fees	5,352,745	6,694,932	7,342,104	6,783,600	7,627,208	Pg 7	12.44%
Fines and Forfeitures	231,260	242,004	257,591	222,600	247,013	Pg 8	10.97%
Charges for Services	2,053,881	2,554,699	4,085,819	2,823,328	3,775,776	Pg 9	33.73%
Interest and Investment Income	903,344	75,750	-	200,000	500,000	Pg 10	150.00%
Miscellaneous and Other	210,933	267,164	254,689	242,214	297,439	Pg 11	22.80%
Other Financing Sources	3,052,463	805,631	2,893,684	1,879,297	1,442,797	Pg 12	-23.23%
Use of Fund Balance	-	-	-	384,056	-	N/A	
	52,530,020	53,858,020	61,196,396	60,997,020	65,231,000		6.94%



**Oconee County, South Carolina
General Fund Summary
2023-2024 Budget**

Expenditures and Other Financing Uses						
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended	% Change from FY 2023
Step & Scale, Admin Contingency, New Positions	-	-	-	300,219	1,763,204	
General Government	8,732,555	9,112,716	9,509,470	10,491,959	11,871,812	13.15%
Public Safety	20,792,931	21,812,426	23,187,797	25,404,328	27,685,758	8.98%
Transportation	3,727,397	3,996,246	4,710,528	5,521,948	5,238,956	-5.12%
Public Works	4,373,084	4,759,895	5,086,095	5,441,966	6,203,199	13.99%
Culture and Recreation	3,187,563	3,356,741	3,556,088	4,009,510	3,930,800	-1.96%
Judicial Services	2,801,152	2,898,988	3,378,026	3,414,755	3,588,831	5.10%
Health and Welfare	945,792	880,902	960,471	999,642	958,331	-4.13%
Economic Development	564,167	581,958	530,555	665,752	666,133	0.06%
Non-Departmental	1,538,345	3,399,458	4,651,806	1,935,000	1,900,000	-1.81%
One Time Capital	1,015,169	2,455,920	1,502,591	1,920,000	592,250	-69.15%
Debt Service (Lease Payments)	982,646	1,401,748	886,296	742,574	746,726	0.56%
Other Financing Uses	275,000	140,000	1,718,765	149,367	85,000	-43.09%
	48,935,801	54,796,997	59,678,489	60,997,020	65,231,000	6.94%
Net Change in Fund Balance	3,594,219	(938,977)	1,517,907	-	0	
Actual Value of a Mill	545,613	561,398	586,604	602,892	620,000	



Expenditures and Other Financing Uses						
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended	
General Government						
Step & Scale, Contingency, Step	-	-	-	300,219	1,763,204	
Administrator (717)	421,698	368,142	446,949	450,553	539,574	19.76%
Assessor (301)	982,480	977,340	967,481	1,096,607	1,112,460	1.45%
Auditor (302)	503,692	520,741	590,127	667,476	707,689	6.02%
Board of Assessment Appeals (303)	2,691	3,252	1,547	7,526	4,326	-42.52%
County Attorney (741)	321,500	321,864	374,996	404,792	419,862	3.72%
County Council (704)	369,548	294,827	289,685	322,151	1,374,907	326.79%
Delinquent Tax Collector (305)	321,423	378,409	375,455	448,571	401,439	-10.51%
Facilities Maintenance (714)	1,352,242	1,635,811	1,326,458	1,460,350	1,472,882	0.86%
Finance Office (708)	607,173	695,773	737,673	715,308	871,720	21.87%
Human Resources (710)	319,402	335,055	428,980	423,817	352,799	-16.76%
Information Technology (711)	907,661	906,987	1,056,544	1,211,401	1,259,452	3.97%
Legislative Delegation (706)	94,577	94,905	92,659	102,957	97,913	-4.90%
Planning Commission (712)	286,705	230,074	335,477	444,572	447,874	0.74%
Procurement (713)	151,019	168,821	187,041	250,378	256,563	2.47%
Register of Deeds (735)	290,826	301,709	328,224	341,909	333,815	-2.37%
Soil and Water Conservation District (716)	68,319	80,945	75,211	81,981	94,182	14.88%
Treasurer (306)	571,624	588,667	619,985	706,729	724,419	2.50%
Vehicle Maintenance (721)	924,682	933,092	991,733	1,050,423	1,014,301	-3.44%
Voter Registration and Elections (715)	235,293	276,302	283,245	304,458	385,635	26.66%
Total General Government	8,732,555	9,112,716	9,509,470	10,491,959	11,871,812	13.15%
Public Safety						
Animal Control (110)	640,343	643,774	638,161	713,941	758,405	6.23%
Building Codes (702)	623,677	623,287	634,805	734,647	737,212	0.35%
Communications (104)	1,605,604	1,651,216	1,754,918	1,916,158	1,946,665	1.59%
Coroner (103)	249,964	257,253	306,492	328,596	330,939	0.71%
Detention Center (106)	4,235,413	4,347,274	4,563,534	5,076,497	5,090,281	0.27%
Fire/Emergency Services (107)	4,149,021	4,958,632	5,281,428	5,548,614	7,688,804	38.57%
Sheriff (101)	9,288,909	9,330,990	10,008,459	11,085,875	11,133,452	0.43%
Total Public Safety	20,792,931	21,812,426	23,187,797	25,404,328	27,685,758	8.98%

Expenditures and Other Financing Uses						
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended	
Transportation						
Airport (720)	1,183,587	1,340,473	2,131,089	2,378,815	2,019,059	-15.12%
Roads and Bridges (601)	2,543,810	2,655,773	2,579,439	3,143,133	3,219,897	2.44%
Total Transportation	3,727,397	3,996,246	4,710,528	5,521,948	5,238,956	-5.12%
Public Works						
Solid Waste (718)	4,373,084	4,759,895	5,086,095	5,441,966	6,203,199	13.99%
Total Public Works	4,373,084	4,759,895	5,086,095	5,441,966	6,203,199	13.99%
Culture and Recreation						
Chau Ram Park (205)	338,326	413,942	411,117	407,469	406,426	-0.26%
High Falls Park (203)	425,231	453,077	491,681	453,196	520,708	14.90%
Library (206)	1,376,570	1,383,383	1,426,414	1,576,959	1,520,407	-3.59%
Parks, Recreation and Tourism (202)	576,333	587,530	620,851	970,004	867,662	-10.55%
South Cove Park (204)	471,103	518,809	606,025	601,882	615,597	2.28%
Total Culture and Recreation	3,187,563	3,356,741	3,556,088	4,009,510	3,930,800	-1.96%
Judicial Services						
Clerk of Court (501)	654,713	681,337	741,393	788,291	919,201	16.61%
Magistrate (509)	799,070	815,506	1,276,522	989,790	939,611	-5.07%
Probate Court (502)	353,803	360,145	348,316	381,670	455,553	19.36%
Public Defender (510)	240,000	240,000	250,000	250,000	250,000	0.00%
Solicitor (504)	753,566	802,000	761,795	1,005,004	1,024,466	1.94%
Total Judicial Services	2,801,152	2,898,988	3,378,026	3,414,755	3,588,831	5.10%
Health and Welfare						
Health and Human Services Direct Aid (705)	714,802	647,784	675,089	736,867	696,867	-5.43%
Department of Social Services (402)	12,829	11,435	11,420	12,700	11,600	-8.66%
Health Department (403)	26,743	22,169	69,029	29,150	28,700	-1.54%
Veterans' Affairs (404)	191,418	199,514	204,933	220,925	221,164	0.11%
Total Health and Welfare	945,792	880,902	960,471	999,642	958,331	-4.13%
Economic Development (707)	564,167	581,958	530,555	665,752	666,133	0.06%
Non-Departmental (709)	1,538,345	3,399,458	4,651,806	1,935,000	1,900,000	-1.81%
One Time Capital	1,015,169	2,455,920	1,502,591	1,920,000	592,250	-69.15%
Debt Service Lease Payments	982,646	1,401,748	886,296	742,574	746,726	0.56%
Other Financing Uses	275,000	140,000	1,718,765	149,367	85,000	-43.09%
Total Expenditures and Other Financing Uses	48,935,801	54,796,997	59,678,489	60,997,020	65,231,000	6.94%
Net Change in Fund Balance Increase (Decrease)	3,594,219	(938,977)	1,517,907	-	0	

**Oconee County, South Carolina
Property Taxes
2022-2023 Budget**

Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Real Estate	28,689,186	30,068,275	32,066,346	36,135,450	37,739,357
BMW	7,926	6,227	6,222	6,500	6,500
Vehicle	2,467,321	2,748,336	2,779,580	2,725,000	2,750,000
Watercraft	102,137	608,325	854,142	825,000	850,000
Homestead Exemption	1,212,251	1,218,039	1,227,940	1,200,000	1,227,000
Fee-In-Lieu	1,871,777	1,942,456	1,950,080	1,900,000	2,000,000
Merchants Inventory	75,043	75,043	75,043	75,000	75,000
Motor Carrier	137,561	403,561	485,822	170,753	325,000
Manufacturer's Exemption	336,703	333,722	348,167	336,000	336,000
Manufacturer PVE Reimb	61,531	69,431	87,722	70,000	400,000
County Penalty	136,169	166,019	168,244	150,000	160,000
Delinquent	1,632,670	891,793	1,425,008	900,000	1,100,000
Total Property Taxes	36,730,275	38,531,227	41,474,316	44,493,703	46,968,857

**Oconee County, South Carolina
Intergovernmental
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010-081-00810-14904	Impact Fee For Tires	47,529	43,627	33,187	40,000	50,000
010-081-00810-15000	1/2 Pollution Control Fine	5,398	-	25,535	-	-
010-081-00810-20005	State Aid to Subdivisions	2,986,064	3,040,980	2,326,642	3,013,260	3,200,000
010-081-00810-20060	Flood Control	-	65,824	45,148	50,000	50,000
010-081-00810-20065	TNC Act Local Assessment Fees	2,855	1,449	4,260	-	2,000
010-081-00810-20400	Sheriff Supplement	1,575	1,575	1,575	1,576	15,000
010-081-00810-21200	Coroner Supplement	1,575	1,575	1,575	1,576	1,575
010-081-00810-21300	Registration Board	6,501	6,750	7,500	6,750	6,750
010-081-00810-21400	Register of Deeds Supplement	1,575	1,575	1,575	1,576	1,575
010-081-00810-21900	Clerk of Court Supplement	1,575	1,575	1,575	1,576	15,000
010-081-00810-22300	Probate Judge Supplement	1,575	1,575	1,575	1,576	15,000
010-081-00810-22950	SCABL On Premise License	19,900	24,850	39,750	25,000	40,000
010-081-00810-25900	Veterans' Affairs State Aid	5,478	5,478	5,615	5,478	5,500
010-081-00810-60460	Resource Officer Reimbursement	609,098	662,901	547,458	600,354	625,010
010-081-00825-91126	BWC Reimb Rev for Prior	34,360	-	-	-	-
010-081-00825-97715	SC State Election Reimb Revenue	5,854	82,194	41,711	20,000	82,000
010-082-00825-00191	FEMA 2020 Tornado	-	33,999	11,333	-	10,000
010-080-00805-00190	SC Cares COVID	-	262,524	22,173	-	15,000
010-082-00825-00192	FEMA 2020 Flooding	-	260,103	86,701	-	25,000
010-082-00830-25500	Department of Social Services	53,038	27,985	18,416	50,000	25,000
010-082-00825-00021	Hurricane Florence	-	-	30,023	-	-
010-080-00805-17799	City/Town Election Reimb	-	-	2,179	-	3,500
010-080-00870-76023	MPVE	-	-	1,442,518	-	-
010-082-00830-25600	Sheriff Title IVD Service of Process	5,379	4,472	8,976	9,500	9,000
010-082-00830-40030	Federal Owned Land PILT	142,639	155,602	181,193	140,000	175,000
Total	Total Intergovernmental	3,995,120	4,686,613	4,888,193	3,968,222	4,371,910

**Oconee County, South Carolina
License, Permits, & Fees
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010-080-00805-10285	Tax Sale Fees	157,325	268,720	221,694	250,000	250,000
010-080-00805-10310	Vehicle Decal Fees	69,118	72,790	71,256	72,000	72,000
010-080-00805-10311	Noise Ord Permit Fee	50	-	50	-	-
010-080-00805-10312	Franchise Fee Cable TV	255,449	253,187	259,003	252,000	260,000
010-080-00805-10370	Communication Tower Fees	25,000	36,000	53,000	32,000	65,000
010-080-00805-10400	Sheriff Civil Fees	7,900	7,495	7,585	6,000	7,500
010-080-00805-10504	Worthless Checks	3,444	3,116	2,050	3,000	3,000
010-080-00805-10601	Encroachment Fees - Roads and Bridges	18,445	31,959	24,642	30,000	30,000
010-080-00805-10915	Airport Special Events	5,017	750	1,375	-	1,000
010-080-00805-10916	Airport Shuttle - SR Solutions	5,095	-	1,341	-	-
010-080-00805-11000	Library Fines and Fees	18,776	11,610	13,262	15,000	15,000
010-080-00805-11100	Dog Adoption Fees	25,825	6,580	10,660	10,000	10,000
010-080-00805-11101	Cat Adoption Fees	18,670	28,345	18,940	20,000	20,000
010-080-00805-11103	Animal Boarding Fees	1,040	120	270	1,000	1,000
010-080-00805-11703	Map Copies Assessor	1,041	484	1,549	500	1,500
010-080-00805-11900	Clerk of Court	240,874	195,494	198,619	225,000	225,000
010-080-00805-11902	3% State Document Fee	49,483	74,867	96,778	60,000	90,000
010-080-00805-12032	Vehicle Maintenance Labor Reimbursement	847	1,110	-	-	-
010-080-00805-12301	Probate Judge Estates	143,921	179,141	197,607	150,000	175,000
010-080-00805-12302	Probate Judge Advertising	68,063	151,792	140,144	150,000	150,000
010-080-00805-12304	Probate Judge Marriage Licenses	7,318	10,813	9,085	10,000	12,500
010-080-00805-12305	Probate Judge Returns	310	350	360	100	350
010-080-00805-12307	Probate Judge Marriage Certificates	5,700	5,283	6,417	5,500	6,000
010-080-00805-12308	Probate Judge Marriage Ceremony	5,060	3,550	4,292	3,500	4,000
010-080-00805-12501	Tax Collector Fees	45,574	54,510	37,408	50,000	50,000
010-080-00805-13700	Building Codes	995,832	1,333,492	1,458,453	1,500,000	1,770,608
010-080-00805-13701	Building Codes Mobile Home Fees	22,050	22,705	23,590	20,000	22,000
010-080-00805-13705	Building Codes Plan Review Fees	189,490	162,284	92,761	175,000	175,000
010-080-00805-13706	Subdivision Plan Review Fees	4,225	5,800	4,750	5,000	5,000
010-080-00805-13708	Code Book Revenues- Building Codes	-	-	325	-	250
010-080-00805-13723	LP Documents - Planning	-	-	6,378	-	5,000
010-080-00805-13724	Land Use Appeals - Planning	800	2,850	4,250	2,500	3,000
010-080-00805-13753	Zoning Permit Fees	21,775	25,035	28,850	25,000	30,000
010-080-00805-14100	Register of Deeds	1,003,351	1,437,784	1,734,133	1,500,000	1,750,000
010-080-00805-14904	Solid Waste Impact Fee for Tires	5,712	13,120	14,795	13,000	15,000
010-080-00805-15406	Credit Application Fees	840	348	(406)	-	1,000
010-080-00805-16002	Magistrate Court Fees	1,420	1,371	2,729	-	2,500
010-080-00805-16003	Magistrate Civil Paper Fees	92,008	85,401	84,196	85,000	85,000
010-080-00805-16030	Magistrate Collection Cost	2,451	2,631	2,660	2,500	2,500
010-080-00805-60105	Sign Fees - Roads and Bridges	2,672	5,044	3,043	5,000	5,000
010-080-00805-60735	One Stop Recording Fees	5,250	6,915	6,425	5,000	6,500
010-080-49807-14900	Solid Waste Tipping Fees	1,825,524	2,192,086	2,497,785	2,100,000	2,300,000
Total	Total License, Permits, and Fees	5,352,745	6,694,932	7,342,104	6,783,600	7,627,208

**Oconee County, South Carolina
Fines & Forfeitures
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010-080-00805-16001	Magistrate Fines	227,101	239,193	255,207	220,000	244,313
010-080-00805-16004	25% Boating Fines Retained	689	1,049	1,192	1,100	1,200
010-080-00805-16006	Solicitor's Traffic Education	-	38	153	-	
010-080-00805-16016	Litter Fines (90% GF)	2,630	1,004	559	1,500	1,000
010-080-00805-16024	Litter Fine In Lieu of Pickup	840	720	480	-	500
Total	Total Fines and Forfeitures	231,260	242,004	257,591	222,600	247,013

**Oconee County, South Carolina
Charges for Services
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010-080-00805-00203	High Falls Park	131,234	220,987	220,798	225,000	250,000
010-080-00805-00204	South Cove Park	305,344	458,375	439,026	460,000	475,000
010-080-00805-00205	Chau Ram Park	32,906	79,302	85,946	85,000	100,000
010-080-00805-00306	PRT Season Pass/Treasurer	875	850	815	500	850
010-080-00805-00950	Sheriff-Voluntary Extra Duty Pay	115,588	80,122	142,980	80,000	200,000
010-080-00805-10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	150,000
010-080-00805-10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010-080-00805-10905	Tie Down	3,750	3,535	3,915	3,500	4,000
010-080-00805-10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010-080-00805-10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010-080-00805-10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	35,000
010-080-00805-10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	10,000
010-080-00805-10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010-080-00805-10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	315,000
010-080-00805-10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	1,875,000
010-080-00805-62051	Fairplay Recreation Area Revenue	5,150	3,787	3,092	3,500	-
010-080-00805-62052	Lawrence Bridge Rec Area Revenue	4,463	3,505	2,512	3,500	-
010-080-00805-62053	Mullins Ford Rec Area Revenue	273	445	336	500	-
010-080-00805-62054	Choestoea Landing Revenue	1,062	1,721	962	1,600	-
010-080-00805-62055	Port Bass Landing Revenue	10	-	-	-	-
010-080-00805-62056	Seneca Creek Landing Revenue	3,220	2,543	1,095	2,500	-
010-080-00805-62057	South Union Landing Revenue	901	487	333	500	-
010-080-49807-14902	Solid Waste - Recyclables	213,058	211,554	579,530	250,000	225,000
010-080-49807-14910	Solid Waste - Mulch Sales	8,874	-	-	-	1,000
Total	Total Charges for Services	2,053,881	2,554,699	4,085,819	2,823,328	3,775,776

**Oconee County, South Carolina
Interest and Investment Income
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Multiple Account Numbers	Interest - Administrative Investment Accounts	903,344	75,750	-	200,000	500,000
Total	Total Interest and Investment Income	903,344	75,750	-	200,000	500,000

**Oconee County, South Carolina
Miscellaneous and Other
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010-080-00805-10290	Gain/Loss on Sales of Forfeited Land	(36,005)	(12,864)	(156,566)	-	
010-080-00805-10320	Rent - USDA Building	7,800	7,800	7,684	7,800	7,800
010-080-00805-10321	Rent - Bantam Chef	2,750	3,000	3,000	3,000	3,000
010-080-00805-10340	Miscellaneous Income	66,712	97,400	100,542	95,000	110,000
010-080-00805-10343	Brady Lease Revenue	-	6,000	-	-	
010-080-00805-10385	Land Sales - Forfeited Land Commission (FLC)	50,267	35,576	98,126	25,000	50,000
010-080-00805-10386	Auditor FLC Processing Fees	1,560	2,840	8,060	1,275	2,500
010-080-00805-10387	Auditor FLC Delinquent Tax Fee	19,270	32,020	105,625	15,000	25,000
010-080-00805-10401	Miscellaneous - Sheriff	44,453	43,263	23,787	43,000	43,000
010-080-00805-11106	Animal Control Miscellaneous Revenue	16,316	19,115	17,532	15,000	15,000
010-080-00805-12306	Miscellaneous - Probate Judge	17,822	15,420	29,992	15,000	20,000
010-080-00805-16020	Master in Equity	9,245	5,740	6,585	10,000	7,500
010-080-00805-20800	Soil and Water	-	6,139	-	6,139	6,139
010-080-00805-60003	Storm Water Assistance Fund	10,743	5,715	8,463	6,000	7,500
	GASB Lease Adjustments	-	-	1,859	-	-
Total	Total Miscellaneous and Other	210,933	267,164	254,689	242,214	297,439

Oconee County, South Carolina
Other Financing Sources and Use of General Fund Balance
2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010-090-00170-70013	Transfer From Special Revenues (013)	-	-	44,144	-	-
010-090-00170-70017	Transfer From Rock Quarry	750,000	750,000	1,000,000	1,000,000	750,000
010-090-00170-70230	Transfer From State Accommodations Tax (Fund 230)	40,035	46,441	50,456	45,000	50,000
010-090-00170-70235	Transfer From Local Accommodations Tax (Mountain Lakes CVB LAT Salaries) (Fund 235)	-	-	-	408,177	408,177
010-081-00810-74700	Circuit Solicitors Extra State Funding (FY2022 - 2 Employees)	-	-	-	149,620	149,620
010-080-00805-10305	Sale of Capital Assets	-	-	-	-	-
010-080-00805-10300	Non-Capital Sales	11,769	-	727	-	-
010-080-00170-07190	Insurance Recovery & Health Plan	27,353	9,190	138,750	25,000	75,000
010-090-00180-07191	OFS Insurance Proceeds Prepaid Legal Lease Principal	23,306	-	5,219	1,500	10,000
New Account	Upcountry Fiber	-	-	294,654	-	-
010-080-00170-07180	Proceeds from Capital Lease	2,200,000	-	1,359,734	250,000	-
		3,052,463	805,631	2,893,684	1,879,297	1,442,797

Use of General Fund Balance						
Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
	Use of Fund Balance - Airport Grant	-	-	-	384,056	-
	Use of Fund Balance - Westminster Magistrate*	-	-	-	-	-
Total	Total Other Financing Sources	-	-	-	384,056	-
	Total of OFS	3,052,463	805,631	2,893,684	2,263,353	1,442,797

**Oconee County, South Carolina
Fees Schedule
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
General County Fees			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
Copies			
8.5 X 11	Per Page	\$0.25	\$0.50
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.75
County Road Maps			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
	Per Map	\$1.50	\$1.50
Noise Ordinance Permit Fee	Per Event	\$50.00	\$50.00
Departmental Fees			
Airport			
T-Hanger Rental Rates	Per Month	\$185.00	\$185.00
1998 T-Hangars A, B, and Box D (27)	Per Month	\$250.00	\$250.00
New T-Hangars E (8)	Per Month	\$300.00	\$300.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$25.00	\$30.00
After Hour Callout Fee - With purchase of fuel	Minimum of 100 gallons	\$150.00	\$150.00
After Hour Callout Fee - No purchase of fuel	Per Callout	\$250.00	\$250.00
GPU (Ground Power Unit)	Per Hour	\$75.00	\$75.00
Event Fee		\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft Aircraft above 20,000 pounds gross weight event fees revert to Tier Fee schedule.	\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft Aircraft above 20,000 pounds gross weight event fees revert to Tier Fee schedule.
Ramp Fee -			
Tier 1 (100,000 - 20,000 Pounds)		100 Gallons/Top Off or \$100.00 \$15.00 per night after 48 hours	100 Gallons/Top Off or \$100.00 \$15.00 per night after 48 hours
Tier 2 (20,000 - 30,000 Pounds)		200 Gallons or \$200.00 \$35.00 per night after 48 hours	200 Gallons or \$200.00 \$35.00 per night after 48 hours
Tier 3 (30,000 - 40,000 Pounds)		300 gallons or \$300.00 \$50.00 per night after 48 hours	300 gallons or \$300.00 \$50.00 per night after 48 hours
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		N/A	N/A
Airport customers who purchase 250 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$0.10 reduction for 250 gallons or more Jet-A	\$0.10 reduction for 250 gallons or more Jet-A

**Oconee County, South Carolina
Fees Schedule
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
Animal Control			
Dog Adoption Fee	Per Dog	\$25 - \$125	\$25 - \$125
Cat Adoption Fee	Per Cat	\$25 - \$125	\$25 - \$125
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100 - \$200
Quarantine Fee	10 Days	\$60.00	\$60.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Cat or Dog	Per Day	\$10.00	\$10.00
Boarding Fee - Large Animal	Per Day	\$20.00	\$20.00
Vaccine(s) - Misc	Per Vaccine	\$10.00	\$10.00
Dewormed - Misc		\$10.00	\$10.00
Heartworm Test - Misc		\$10.00	\$10.00
Microchip Fee - Misc		\$15.00	\$15.00
Assessor/GIS			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$0.00	\$0.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$10.00	\$10.00
GIS D - 24 X 36		\$15.00	\$15.00
GIS E - 36 X 48		\$20.00	\$20.00
GIS A - 8.5 X 11 (Aerial Imagery)		\$5.00	\$5.00
GIS B - 11 X 14 (Aerial Imagery)		\$0.00	\$0.00
GIS B - 11 X 17 (Aerial Imagery)		\$10.00	\$10.00
GIS C - 18 X 24 (Aerial Imagery)		\$15.00	\$15.00
GIS D - 24 X 36 (Aerial Imagery)		\$20.00	\$20.00
GIS E - 36 X 48 (Aerial Imagery)		\$25.00	\$25.00
Tax Map Grid with Roads		\$10.00	\$10.00
Voting Precincts and Council Districts		\$0.00	\$0.00
Building Codes			
<i>(See Section 10 of Provisos to the Oconee County Budget for this year)</i>			
All Buildings, Demolition, and Mechanical Trades \$10,000 or Less		\$50.00	\$50.00
All Buildings, Demolition, and Mechanical Trades \$10,000 and Up		\$75.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$75.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm Exempt Structures		\$50.00	\$50.00
Manufactured Homes			
Set-Up Permit (Includes County Decal)		\$100.00	\$100.00
Decal Only		\$20.00	\$20.00
Manufactured Home De-Title Fee		\$50.00	\$50.00
Manufactured Home Moving Permit		\$40.00	\$40.00
Other Permits			
Moving Permits (Structures Other Than Manufactured Homes)		\$100.00	\$100.00
Penalties			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-Inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$75.00	\$75.00
Stop Work Order Fee - Shall be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.25 per page	\$5.00 + \$0.25 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$6.00	\$6.00
Maps - 24 X 36	Each	\$8.00	\$8.00
Maps - 36 X 48	Each	\$10.00	\$10.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$35.00	\$35.00

**Oconee County, South Carolina
Fees Schedule
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
Clerk of Court			
Certified Copies		\$5.25 + \$0.50 per page	\$5.25 + \$0.50 per page
Printouts for Family Court		.50 per page	.50 per page
Certified Printouts		\$5.25	\$5.25
Exemplified copies of orders	Per Document	\$10.00	\$10.00
Family Court Divorce Packets	Per Packet	\$28.00	\$28.00
All other fees are state mandated			
County Council			
Audio CD	Per Event	\$5.00	\$5.00
Delinquent Tax Collector			
Administrative Fee		\$10.00	\$10.00
Library			
Overdue Fines			
Books, Magazines, or Music CD's - Up to a Maximum of \$2.00 Per Book, Magazine, or Music CD	Per Day	\$0.10	\$0.10
Videos and DVD's - Up to a Maximum of \$5.00 Per Item	Per Day	\$0.50	\$0.50
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
Miscellaneous			
Lost Materials - Books, CD's, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.15	\$0.15
Color Prints		\$0.50	\$0.50
Out of County Card	Annually *	\$20.00	\$20.00
* Not charged to patrons from Anderson and Pickens Counties who are in good Standing.			
Parks, Recreation and Tourism			
Admission Fees (All Parks)			
Daily Parking	Per Vehicle	\$3.00	\$3.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass-Calendar Year (Commercial Use)	Per Boat and/or Trailer	\$100.00	\$100.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		FREE	FREE
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
Camping (All Parks)			
Oconee County Resident	Per Night	\$20.00	\$20.00
Non-Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Oconee County Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Non-Resident	Per Night	\$30.00	\$30.00
All campers must have current license plates. No site may be occupied for more than thirty (30) days.			
Building Reservations (All Parks)			
Moving to full day rentals only, except Chau Ram			
Picnic Shelters			
Chau Ram Park			
Shelter #1 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Recreation Building - 1 to 50 People	1/2 Day	\$50.00	\$50.00
Recreation Building - 51 to 100 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 101 to 150 People	1/2 Day	\$150.00	\$150.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00

**Oconee County, South Carolina
Fees Schedule
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
Parks, Recreation and Tourism - Continued			
South Cove Park			
Pavilion	Full Day Only	\$75.00	\$75.00
Recreation Building - 1 to 100 People	Full Day Only	\$150.00	\$150.00
Recreation Building - 101 to 200 People	Full Day Only	\$250.00	\$250.00
Recreation Building - 201 to 300 People	Full Day Only	Must Call to set up	Must Call to set up
Recreation Building - 301 or More People	Full Day Only	Must Call to set up	Must Call to set up
High Falls Park			
Patio Deck-Max Number of 100 People	Full Day Only	\$75.00	\$75.00
Point Shelter Max Number of 70 People	Full Day Only	\$75.00	\$75.00
Weddings and Rehearsals			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00
Rehearsal Dinners and Receptions (For Off-Site Weddings)			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 to 150 People	1/2 Day	\$150.00	\$150.00
101 to 150 People	Full Day	\$300.00	\$300.00
151 to 200 People	1/2 Day	\$175.00	\$175.00
151 to 200 People	Full Day	\$350.00	\$350.00
Miscellaneous			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Softball Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00
Non-Camper Dump Fee To Use Dump Station	Per Use	\$5.00	\$5.00
Planning			
Sign Fees			
Less Than 33 Square Feet		No Fee	No Fee
On Premise signs		\$150.00	\$150.00
Billboard - off premise sign		\$250.00	\$250.00
Billboard I-85		\$500.00	\$500.00
Basic Plat Review - per parcel		\$25.00	\$25.00
Subdivisions with creation of new parcels for recording			
2-10 New Parcels	Per Parcel	\$25.00	\$25.00
11+ New Parcels		\$250 + \$15 Per Parcel	\$250 + \$15 Per Parcel
Subdivisions NOT involving creation of new parcels for recording			
2-10 Dwelling Units	Per Unit	\$50.00	\$50.00
11+ Dwelling Units		\$1,000 + \$50 Per Unit	\$1,000 + \$50 Per Unit
Communication Towers - New Build		\$6,000.00	\$6,000.00
Communication Towers - Collocate		\$3,000.00	\$3,000.00
Communication Tower Fee -	Annual Fee	\$1,000.00	\$1,000.00
Wi-Fi Tower -		\$500.00	\$500.00
Group Homes		\$750.00	\$750.00
Sexually Oriented Business	Annual Fee	\$2,500.00	\$2,500.00
Sexually Oriented Business Employee	Per Employee	\$50.00	\$50.00
Tattoo Facilities		\$1,000.00	\$1,000.00
Non-CFD Rezoning Application Fee	Per Parcel	\$50.00	\$50.00
Appeals, Variances, and Special Exception Application Fee		\$250.00	\$300.00
Zoning Permit Fee		\$25.00	\$25.00
Vegetation Removal Fee Application		\$100.00	\$100.00
Development within the Vegetation	Per Project	\$100.00	\$100.00
RV Park Plan Review			
2-10 New Units	Per Units	\$15.00	\$15.00
11+ New Units	Per Units	\$100 + \$15 Per Unit	\$100 + \$15 Per Unit
Zoning Verification Letter(s)	Per Parcel		\$25.00
*3rd Party Review	Per Request		\$1,500.00
Additional 3rd Party Review	Per Request		\$500.00

*Subject to Final Negotiation

**Oconee County, South Carolina
Fees Schedule
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
Probate			
Estate and Conservatorship Fees			
<i>In estate and conservatorship proceedings, the fee shall be based upon the gross value of the decedent's probate estate or the protected</i>			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$45.00	\$45.00
(3) Property Valuation of \$20,000.00 But Less Than \$60,000		\$67.50	\$67.50
(4) Property Valuation of \$60,000.00 But Less Than \$100,000		\$95.00	\$95.00
(5) Property Valuation of \$100,000.00 But Less Than \$600,000		\$95.00 + .15 of one percent of the property valuation between \$100,000 and \$600,000	\$95.00 + .15 of one percent of the property valuation between \$100,000 and \$600,000
(6) Property Valuation of \$600,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Initial Petition In Any Action or Proceeding Other Than Items (1) Through (6) Above, Same Fee as Charged for Filing Civil Actions In Circuit Court		\$150.00	\$150.00
Small Estate Proceeding			
<i>No Real Estate total value under \$25,000</i>			
(1) Property Valuation Less Than \$99.99		\$12.50	\$12.50
(2) Property Valuation of \$100.00 But Less Than \$4,999.99		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$19,999.99		\$45.00	\$45.00
(2) Property Valuation of 20,000.00 But Less Than \$25,000.00		\$67.50	\$67.50
Filing Summons and Petition for Formal Proceeding		\$12.50	\$12.50
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	\$5.25 + \$0.50 per page copy fee
Issuing Exemplified/Authenticated Copy		20.00 + 0.25 per page copy fee	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Filing Conservatorship Motions			\$10.00
Recording Authenticated or Certified Record		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
Affidavit for Access to Safe Deposit Box			\$22.50
Affidavit to Obtain Bank Balance			\$22.50
Filing and Indexing Will Under Section 62-2-901		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
Orders Issued without a Hearing			\$15.00
Copies per page			\$0.50
Will Probated Only-300 Petition			\$25.00
Certificate of Appointment for Personl Representative (additional charge for copies given after initial 5 at time of appointment)			\$5.00
Special Certificate			\$10.00

**Oconee County, South Carolina
Fees Schedule
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
Probate - Continued			
Marriage Fees			
Included with Marriage License - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	-
Marriage Ceremony Fee - Oconee County Resident		\$25.00	\$30.00
Marriage Ceremony Fee - Out of County Resident (SC Resident)		\$25.00	\$50.00
Marriage Ceremony Fee (out of State Resident)			\$75.00
Marriage License Fee - (Total Cost) - Oconee County Resident		\$45.00	\$50.00
Marriage License Fee - (Total Cost) - Out of County Resident (SC Resident)		\$75.00	\$75.00
Marriage License Fee (Out of State Resident)			\$100.00
Certified Copy of Marriage License		\$5.00	5.25 + .50 per page
Filing Marriage License Affidavit		\$1.00	\$1.00
Reforming or Correcting Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$10.00
Ceremonial Keepsake Marriage License folder (optional)			\$2.00
Research fee for marriage license-includes one certified copy			\$5.75
Newspaper Advertisement Fees			
Notice to Creditor - Daily Journal		\$417.00	\$417.00
Register of Deeds			
Deeds		\$15.00	\$15.00
Mortgages		\$25.00	\$25.00
Deed Stamps		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$10.00	\$10.00
Affidavit of Missing Assignment		\$10.00	\$10.00
Lease, Contract of Sale, or Trust Indenture		\$25.00	\$25.00
Satisfaction of Real Estate Mortgage		\$10.00	\$10.00
Plat - Any Size		\$25.00	\$25.00
Plat Larger Than 8.5 X 14		N/A	N/A
Plat of "Legal Size" Dimensions or Smaller		N/A	N/A
Plats Larger Than 17 X 24		N/A	N/A
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records - Categorized by State Recording Fees		\$10.00/\$15.00/\$25.00	\$10.00/\$15.00/\$25.00
Power of Attorney, Trustee Qualification, or Other Appointment		\$25.00	\$25.00
Mechanics Liens		\$25.00	\$25.00
Cancellation of Mechanics Lien		\$10.00	\$10.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$25.00	\$25.00
Public Finance Transaction and Manufactured Home Transactions		\$25.00	\$25.00
Collection and Electronic Distribution of Documents- \$5.00 Additional to Certify		\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page
Copies - 8.5 X 11	Per Page	\$0.50	\$0.50
Copies - 8.5 X 14	Per Page	\$0.50	\$0.50
Copies - 11 X 17	Per Page	\$0.50	\$0.50
All Register of Deeds fee increases have been in effect since August 2020 per South Carolina mandates			

**Oconee County, South Carolina
Fees Schedule
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
Roads and Bridges			
Sign Fee - Municipalities		\$25.00 + materials cost	\$25.00 + materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$60.00	\$60.00
Encroachment Fee - Pavement Cut Fee (Contractor Only)		\$250.00 + \$10.00 per sq. ft.	\$250.00 + \$10.00 per sq. ft.
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$60.00 + \$0.10 per linear ft.	\$60.00 + \$0.10 per linear ft.
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$600	\$1.50 per foot minimum \$600
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost
Rock Quarry			
Rock Sales			
# 1 Crusher Run 1 1/2"		\$12.50	\$14.50
# 2 Crusher Run (Sap Rock)		\$9.60	\$9.60
# 3 Surge 2" x 3"		\$14.10	\$15.50
# 4 Screenings		\$6.60	\$6.00
# 5 57: 1"		\$14.75	\$16.75
# 6 789: 3/8" x 1/2"		\$13.85	\$15.85
# 7 Class A Rip Rap 4" x 8"		\$16.25	\$18.25
# 8 Class B Rip Rap 9" x 15"		\$16.45	\$18.45
# 9 Asphalt Sand		\$11.60	\$11.60
#13 Class E Rip Rap (Boulders Larger than 27")		\$22.75	\$30.00
#14 Flat Boulders		\$25.25	\$35.00
#15 Class C Rip Rap 15" x 21"		\$16.60	\$20.00
#16 Class D Rip Rap 21 1/2" x 27"		\$16.85	\$20.00
#17 Dirt Sales per Ton		\$5.00	\$5.00
Credit			
Credit Application Fee		\$60.00	\$100.00
<i>* Quarry Manager may substitute one product, close in scale, for another due to availabilities.</i>			
Sheriff			
Civil Fees			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Trespass Notice	Each	\$15.00	\$15.00
Other	Each	\$15.00	\$15.00
Miscellaneous			
Incident Reports	Each	\$2.00	\$2.00
Record Check	Each	\$5.00	\$5.00
Executions	Each	\$25.00	\$25.00
Solid Waste			
MSW Transfer Station Tipping Fee- Residential	Per Ton	\$60.00	\$65.00
MSW Transfer Station Tipping Fee - Commercial	Per Ton	\$60.00	\$65.00
C and D Landfill Tipping Fee (Rate was last set in 2008.)	Per Ton	\$35.00	\$35.00
Railroad Ties and Telephone Poles	Per Ton	\$80.00	\$80.00
Passenger and Truck Tires (set by SC DHEC)	Per Ton	\$150.00	\$150.00
Off-Road, Large Tractor, or Oversized Tires	Per Ton	\$175.00	\$260.00
Asbestos	Per Ton	\$85.00	\$85.00
Solid Waste License's			
Commercial/Industrial	Per Entity	\$100.00	\$200.00
Residential	Per Entity	\$40.00	\$150.00
Combined	Per Entity	\$125.00	\$250.00
Miscellaneous			
Truck Decal	Each	\$5.00	\$5.00

**Oconee County, South Carolina
Fees Schedule
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
Solid Waste - Continued			
Credit			
Credit Application Fee		\$60.00	\$100.00
Billing Late Fee after 15 day grace period		3%	10%
Recycling Container Fees			
8 Yard Container (for cardboard/paper recycling)			
- 4 Pickups per month		\$80.00	\$100.00
- each additional pick up		\$25.00	\$25.00
40 Yard Container (for Metal)			
- Monthly container Fee		\$25.00	\$50.00
- No charge when there is a scheduled pick up		-	-
Landfill/Transfer Station Reloading Fee of Unacceptable/Unapproved Waste	Per Load	\$150.00	\$150.00
Clean Concrete for recycling not greater than 3' X 3' (Not mixed with rock, dirt or other waste with rebar less than 1/2")		\$10.00	\$10.00
Clean Asphalt for recycling (not mixed with dirt)		\$10.00	\$10.00
Clean Fill Dirt		No Charge	No Charge
Solicitor			
Worthless Check Fee		\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01	\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01
Treasurer			
Decal Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00

One Time Capital Request Per Department
FY 2023-2024

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended	Description
Airport							
10 720 50884 00000	Capital Paving	-		109,176	200,000		GRANT MATCH-TAXIWAY PVMT REHAB-cut \$15,000
10 720 50860 00000	Capital Land					17,250	GRANT MATCH-AIP 24 HAMILTON PROP ACQUISITION
							APRON REHAB AND EXPANSION \$340,000
							RUNWAY 7/25 AND TAXIWAY "A" LIGHTING ETC. 168,000
	Total Airport	-	-	109,176	200,000	17,250	-
Communications							
10 104 50840 00000	Equipment, Capital Expenditures	18,719	-		-	85,000	New Radio site-Badcreek Tower
10 104 50840 00000	Equipment, Capital Expenditures					65,000	New Radio site-Salem Water Tower
10 104 50845 00000	Capital IT Equipment/Software					15,000	HCTC Backup 911 Final
	Total Communications	18,719	-	-	35,000	165,000	-
Detention Center							
10 106 50840 00000	Equipment, Capital Expenditures	-	96		-		Body Scanner-Opiod Funds \$100,000
10 106 50840 00000	Equipment, Capital Expenditures					150,000	New Camera System \$500,000 State Funded
10 106 33022 00000	Maintenance Buildings/Grounds				145,000	20,000	BAR SCREEN FOR SEWER FOR SHERIFF'S OFFICE SUBSTATIONS additional funds for building and maintenance
	Total Detention Center	-	96	-	145,000	170,000	-
Facilities Maintenance							
10 714 33022 00000	Maintenance Buildings/Grounds					20,000	Carpet for Public Defender
10 714 33022 00000	Maintenance Buildings/Grounds						Paved Parking for DSS/Fac. Maint Lot -cut 50,000
	Total Facilities Maintenance	-	19,235	-	-	20,000	-
Finance							
10 708 50845 00000	Capital IT Equipment/Software						ClearGov one time fee cut \$11,700
	Total Finance						-
Solid Waste							
10 718 50840 00000	Capital Expenditure Equipment						Mulching head for Excavator-cut \$60,000
10 718 50840 00000	Capital Expenditure Equipment						Stump Shear for Excavator -cut \$75,000
10 718 50840 00000	Capital Expenditure Equipment						Fencing and Gates Strawberry Farm Rd/Crooks Farm Rd. cut \$115000
10 718 50840 00000	Capital Expenditure Equipment					48,000	6 recycling 30 yard containers
10 718 50840 00000	Capital Expenditure Equipment					127,000	6-8 Replacement compactors/containers
10 718 50850 00000	Buildings					25,000	storage garage for supplies
10 718 50850 00000	Capital Expenditure Buildings						additional funding for Scalehouse/Scales-Tribal Land Grant
	Total Solid Waste	-	186,946	553,411	550,000	200,000	-
Vehicle Maintenance							
10 721 50840 00000	Equipment Capital	6,477	-		-	20,000	Tire Mounting machine and balancer
	Total Vehicle Maintenance	6,477	-	-	-	20,000	-
	Total by Years	1,015,169	2,455,920	1,502,591	1,920,000	592,250	-

BOND ITEMS

Emergency Services		
Fire Station Wells Hwy & Solid Waste		\$1,250,000.00
Total Emergency Services		\$1,250,000.00
Detention Center		
Roof		\$1,250,000.00
Total Detention Center		\$1,250,000.00
Solid Waste		
Tana H555 Landfill Compactor		\$1,310,000.00
CAT 973 Track Loader		\$ 685,000.00
Wood Grinder		\$1,200,000.00
Transfer Station Wheel Loader		\$ 380,000.00
Roll-Off Truck		\$ 750,000.00
110 Horse Mowing Tractor		\$ 120,000.00
Total Solid Waste		\$4,445,000.00
TOTAL BOND ITEMS		\$6,945,000.00

**Oconee County, South Carolina
Recommended New Positions
2023-2024 Budget**

Slot #	Job Title	Grade	Salary	W/C Rate	Retire Rate	Total Fringe	Total Fringe and Salary
Probate							
	Senior Probate Court Clerk	113					
	Case Worker	113					
Coroner							
	PT Deputy Coroner	117	30,000			9,000	39,000
Registration and Elections							
	Voter Registration Specialist						
Treasurer							
	Senior Tax Record Speacialist	113					
Library							
	Community Resource Associate	117					
Finance							
	Conversion of - Accounting Technician Part Time to Full Time	113					
Fire/Emergency Services							
	Radio/Maintenance/Vehicle Safety Officer	117	42,374			25,637	68,011
	Fire Captain	117	42,374			25,637	68,011
	Fire Captain	117	42,374			25,637	68,011
	Fire Captain	117	42,374			25,637	68,011
	Fire Engineer	115	37,432			23,789	61,221
	Fire Engineer	115	37,432			23,789	61,221
	Fire Engineer	115	37,432			23,789	61,221
	Fire Fighter II	114	35,181			22,947	58,128
	Fire Fighter II	114	35,181			22,947	58,128
	Fire Fighter II	114	35,181			22,947	58,128
Soil and Water							
	Office clerk	112					
	PT Agriculture Outreach						
PRT-South Cove							
	Conversion of Superintendent	116	39,826			21,458	61,284
Magistrate							
	Magistrate Court Clerk	112	31,076			17,070	48,146
Vehicle Maintenance							
	Inspector/Auto Diesel Mechanic	115					
	Auto Diesel Mechanic	115					
	Total of all requested New or Upgraded Positions		488,237			290,284	778,521

PRT Administration							
	Visit Oconee	113	33,065			18,227	51,292
Funding to come from the Local Accommodations Tax Fund (235)							51,292

Employee Count By Department

General Fund (010)	FY 2020	FY 2021	FY 2022	FY 2023
Administrator (717)	3	3	3	3
Airport (720)	7	7	7	7
Animal Control (110)	6	6	6	6
Assessor (301)	16	16	16	16
Auditor (302)	7	8	8	8
Board of Assessment Appeals (303)	-	-	-	-
Building Codes (702)	7	7	7	7
Chau Ram Park (205)	4	4	4	5
Clerk of Court (501)	10	10	10	12
Communications (104)	21	22	24	25
Coroner (103)	2	2	3	3
County Attorney (741)	2	2	2	2
County Council (704)	1	1	1	1
Delinquent Tax Collector (305)	3	3	3	3
Department of Social Services (402)	-	-	-	-
Detention Center (106)	47	48	49	51
Economic Development (707)	5	5	4	3
Facilities Maintenance (714)	15	15	15	15
Finance Office (708)	6	6	6	6
*Fire and Emergency Management (107)	36	36	39	
Fire				29
Emergency Management and Community Outreach				13
Health and Human Services Direct Aid (705)	-	-	-	-
Health Department (403)	-	-	-	-
High Falls Park (203)	5	5	5	5
Human Resources (710)	3	3	3	3
Information Technology (711)	5	5	6	6
Legislative Delegation (706)	1	1	1	1
Library (206)	19	19	19	19
Magistrate (509)	9	9	9	9
Non-Departmental (709)	-	-	-	-
Parks, Recreation and Tourism (202)	5	5	5	5
Planning	4	4	4	5
Probate Court (502)	5	5	5	5
Procurement (713)	2	2	2	3
Public Defender (510)	-	-	-	-
Register of Deeds (735)	4	4	4	4
Roads and Bridges (601)	36	36	37	37
Sheriff (101)	112	114	119	126
Soil and Water Conservation District (716)	1	1	1	1
Solicitor (504)	12	12	12	12
Solid Waste (718)	35	36	36	36
South Cove Park (204)	5	5	6	6
Treasurer (306)	7	7	7	7
Vehicle Maintenance (721)	14	14	14	14
Veterans' Affairs (404)	3	3	3	3
Voter Registration and Elections (715)	2	2	2	2
Life After Lockup - Airport	1	1	1	0
Life After Lockup - Assessor	1	1	1	1
Life After Lockup - Detention Center	1	1	1	1
Total General Fund Employee Count	490	496	510	526
*At the request of volunteer stations, OCES covers 14 Fire Districts and 9 Rescue Squads				

Employee Count By Department

Other Funds	FY 2020	FY 2021	FY 2022	FY 2023
Sheriff - Child Elder - Grant Fund 013	-	-	-	-
Sheriff - JAG Officer - Grant Fund 013	-	-	-	-
Sheriff - Traffic Grant Fund 13	1	1	1	1
Sheriff - Victims Services Fund 210	2	2	2	2
Solicitor - Victims Services Fund 215	1	1	1	1
Clerk of Court - Federal DSS Child Support Fund 265	2	2	2	2
Library Grant	-	-	-	1
PRT - LAT Fund 235	-	-	-	2
Rock Quarry Fund 017	18	19	20	20
Life After Lockup - Rock Quarry	1	1	1	1
Total Other Funds Employee Count	25	26	27	30
Total Full Time Employees (All Funds)	515	522	537	556
Part Time Positions Through Payroll	FY 2020	FY 2021	FY 2022	FY 2023
Sheriff (101)	9	9	9	9
Communications (104)	1	1	1	1
Fire/Emergency Services (107)	7	7	7	7
Library (206)	2	2	2	2
Auditor (302)	-	-	-	-
Board of Assessment Appeals (303)	1	1	1	1
Clerk of Court (501)	1	1	1	1
Finance (708)	0	1	1	1
Magistrate (509)	2	2	2	2
Solid Waste (718)	-	-	-	-
Airport (720)	-	-	-	1
	23	24	24	25

**Oconee County, South Carolina
Administrator (717)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	717	10110	00000	Salary and Wages	208,415	216,403	206,530	232,128	281,984
010	717	10710	00000	Overtime	48	-	14	-	1,000
010	717	20013	00000	Social Security	15,681	16,218	15,606	17,834	22,943
010	717	20014	00000	Retirement	29,757	36,851	34,340	40,937	47,960
010	717	20015	00000	Workers Compensation	4,273	4,770	5,048	4,677	11,031
010	717	20016	00000	Health Insurance	32,191	18,278	27,417	27,417	36,556
010	717	20027	00000	Dental Insurance	191	1,100	1,650	1,650	2,200
010	717	20028	00000	Vision Insurance	15	200	300	300	400
Salary and Wage Totals					290,571	293,820	290,905	324,943	404,074
3% COLA Increase all except County Council					-	-	-	-	1,012,448
New Positions					-	-	-	-	778,521
Salary Savings (1.3%)					-	-	-	-	(356,765)
Gasoline/Diesel Contingency					-	-	-	64,788	78,000
010	717	60767	00000	Contingency	-	-	-	235,431	251,000
					-	-	-	300,219	1,763,204
010	717	30018	00000	Travel	-	-	-	-	-
010	717	30025	00000	Professional	102,387	37,862	121,085	100,000	100,000
010	717	30025	00036	Greenway Feasibility Study	-	-	-	-	-
010	717	30059	00000	Copier Click Charges	1,262	883	978	2,500	2,500
010	717	30068	00000	Advertising	-	-	-	-	-
010	717	30080	00000	Dues: Organizations	3,100	2,500	4,500	6,000	6,000
010	717	30084	00000	Staff Development	6,748	80	4,500	2,500	5,000
010	717	40027	00000	Safety Equipment	-	-	-	-	6,000
010	717	40031	00000	Small Equipment	1,956	-	13,512	3,000	3,000
010	717	40032	00000	Operational	4,507	27,555	6,389	5,000	6,000
010	717	40034	00000	Food	2,333	3,160	3,065	3,500	3,500
010	717	40045	00000	IT Replacement Eq/Software	4,270	429	-	-	-
010	717	40102	00000	Periodicals	-	150	-	110	-
010	717	60735	00072	Gravel Usage	2,111	-	-	-	-
010	717	80717	00000	Vehicle Maintenance - Administrator	1,381	667	190	1,000	1,000
010	717	81717	00000	Gasoline - Administrator	1,072	1,036	1,825	2,000	2,500
Expenditure Total					131,127	74,322	156,044	125,610	135,500
Department Total					421,698	368,142	446,949	450,553	539,574
Direct Revenue									
Departmental Direct Revenue					-	-	-	-	-
Other Revenue					64,470	34,613	32,676	41,047	47,724
Cost in Tax Dollars					357,228	333,529	414,273	409,506	491,850
Estimated Millage					0.65	0.59	0.71	0.68	0.79
Percentage of Budget					0.86%	0.67%	0.75%	0.74%	0.83%
Total Full Time Employees					3	3	3	3	4

**Oconee County, South Carolina
Airport (720)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	720	10110	00000	Salary and Wages	280,867	333,967	287,498	396,275	414,986
010	720	10710	00000	Overtime	11,111	15,183	22,691	10,000	5,500
010	720	20013	00000	Social Security	21,333	26,041	23,272	31,463	32,167
010	720	20014	00000	Retirement	42,497	52,384	48,013	71,520	73,837
010	720	20015	00000	Workers Compensation	9,742	13,309	14,035	13,750	12,607
010	720	20016	00000	Health Insurance	53,645	54,834	63,973	82,251	73,112
010	720	20027	00000	Dental Insurance	823	3,300	3,850	4,950	4,400
010	720	20028	00000	Vision Insurance	19	600	700	900	800
Salary and Wage Totals					420,037	499,618	464,032	611,109	617,409
010	720	30018	00000	Travel	-	-	493	-	-
010	720	30024	00000	Equipment Maintenance	4,764	5,082	5,385	6,000	6,000
010	720	30025	00000	Professional	80,403	64,074	74,808	77,000	80,000
010	720	30037	00000	Equipment Rental	7,730	17,470	(10,609)	25,000	25,000
010	720	30041	00000	Telecommunications	-	-	-	-	-
010	720	30041	00000	Airport Shuttle Service - Sr. Solutions	1,485	-	-	-	-
010	720	30056	00000	Data Processing	-	-	1,860	3,500	3,500
010	720	30059	00000	Copier Click Charges	541	555	912	750	750
010	720	30080	00000	Dues: Organizations	285	250	250	450	450
010	720	30084	00000	School/Seminar/Training/MTG	688	100	75	1,500	2,000
010	720	30090	00000	Commission Honoraria	700	600	700	700	700
010	720	33022	00000	Building/Grounds Maintenance	23,021	37,903	39,768	25,000	35,000
010	720	33022	97122	Maint Bldgs/Grounds SCAC Grant Match	-	6,300	-	-	-
010	720	34043	00000	Electricity	22,702	21,727	24,732	23,000	23,000
010	720	34044	00000	Water/Sewer/Garbage	1,517	1,689	1,714	1,000	1,000
010	720	40027	00000	Safety Equipment	1,647	1,121	1,706	2,000	2,500
010	720	40031	00000	Small Equipment	5,840	3,401	4,219	4,500	5,500
010	720	40032	00000	Operational	7,224	6,938	8,338	8,000	9,000
010	720	40033	00000	Postage	202	90	150	250	250
010	720	40034	00000	Food	965	788	1,193	1,000	2,000
010	720	40045	00000	IT Replacement Eq/Software	-	-	2,204	-	-
010	720	40065	00000	Uniforms/Clothing	869	1,315	2,066	2,000	2,000
010	720	40932	00000	Airport Resale Items	1,260	1,561	1,313	2,000	2,000
010	720	40980	00000	Aviation Gas	160,950	179,257	256,285	180,000	180,000
010	720	40990	00000	Jet Fuel	399,063	442,361	1,176,665	975,000	975,000
010	720	60990	00000	Credit Cards Processing Fees	26,072	30,584	48,873	30,000	30,000
010	720	80720	00000	Vehicle Maintenance	12,290	12,474	15,173	10,000	10,000
010	720	09999	00000	Grant Match	-	-	-	384,056	-
010	720	81720	00000	Gasoline	1,470	2,664	3,388	3,000	3,000
010	720	82720	00000	Diesel	1,862	2,551	5,394	2,000	3,000
Expenditure Total					763,550	840,855	1,667,057	1,767,706	1,401,650
Department Total					1,183,587	1,340,473	2,131,089	2,378,815	2,019,059

Airport (720)
2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Direct Revenue						
010 080 00805 10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	150,000
010 080 00805 10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010 080 00805 10905	Tie Down	3,750	3,535	3,915	3,500	4,000
010 080 00805 10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010 080 00805 10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010 080 00805 10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	35,000
010 080 00805 10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	10,000
010 080 00805 10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010 080 00805 10915	Airport Special Events	5,017	750	1,375	-	1,000
010 080 00805 10916	Airport Shuttle - SR Solutions	5,095	-	1,341	-	-
010 080 00805 10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	315,000
010 080 00805 10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	1,875,000
Departmental Direct Revenue		1,241,035	1,491,771	2,611,110	1,710,728	2,524,926
Other Revenue		-	-	-	-	-
Cost in Tax Dollars		(57,448)	(151,298)	(480,021)	668,087	(505,867)
Estimated Millage		-0.11	-0.27	-0.82	1.14	-0.84
Percentage of Budget		2.42%	2.45%	3.57%	3.99%	3.31%
Life After Lock-Up		1	1	1	1	1
Full Time Employees		7	7	7	7	7

**Oconee County, South Carolina
Animal Control (110)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	110	10110	00000	Salary and Wages	244,677	238,269	236,271	269,067	284,593
010	110	10710	00000	Overtime	25,325	21,827	31,133	20,000	17,500
010	110	20013	00000	Social Security	20,062	19,519	19,563	22,879	23,110
010	110	20014	00000	Retirement	42,804	43,972	47,043	56,372	57,654
010	110	20015	00000	Workers Compensation	7,658	8,893	9,265	9,600	8,775
010	110	20016	00000	Health Insurance	71,081	63,973	63,973	63,973	63,973
010	110	20027	00000	Dental	2,366	3,850	3,850	3,850	3,850
010	110	20028	00000	Vision	224	700	700	700	700
Salary and Wage Totals					414,197	401,003	411,798	446,441	460,155
010	110	30025	00000	Professional	3,150	-	-	-	
010	110	30025	00067	Professional - Spay/Neuter Program	80,720	91,350	77,400	80,000	75,000
				Professional - community Cats Program	-	-	-	-	20,000
010	110	30056	00000	Data Processing	-	-	575	1,500	1,500
010	110	30059	00000	Copier Click Charges	1,948	1,460	1,481	1,500	1,500
010	110	30062	00000	Medical	76,647	82,497	48,290	70,000	75,000
010	110	30084	00000	Staff Development	714	726	1,740	6,500	8,000
010	110	33022	00000	Building/Grounds Maintenance	10,238	5,994	10,800	15,000	13,000
010	110	34042	00000	Gas and Fuel Oil	7,167	5,788	5,598	13,500	13,500
010	110	34043	00000	Electricity	9,204	7,996	9,926	13,000	13,000
010	110	34044	00000	Water/Sewer/Garbage	4,108	3,474	3,831	6,750	6,750
010	110	40031	00000	Small Equipment	472	5,554	8,914	5,000	7,500
010	110	40032	00000	Operational	13,229	8,674	15,665	25,000	20,000
010	110	40034	00000	Food	-	-	270	-	500
010	110	40045	00000	Non-Capital IT Eq/Software	-	-	7,729	-	3,500
010	110	40065	00000	Uniforms/Clothing	1,877	6,782	5,538	7,000	7,000
010	110	40360	00000	Pet ID Microchips	-	-	3,763	-	
010	110	60735	00000	General Gravel Use	-	-	814	2,500	2,500
010	110	80110	00000	Vehicle Maintenance	5,241	11,375	5,684	5,250	15,000
010	110	81110	00000	Gasoline	11,431	11,101	18,345	15,000	15,000
Expenditure Total					226,146	242,771	226,363	267,500	298,250
Department Total					640,343	643,774	638,161	713,941	758,405
Direct Revenue									
010	080	00805	11100	Dog Adoption Fees	25,825	6,580	10,660	10,000	10,000
010	080	00805	11101	Cat Adoption Fees	18,670	28,345	18,940	20,000	20,000
010	080	00805	11103	Animal Boarding Fees	1,040	120	270	1,000	1,000
010	080	00805	11106	Animal Control Miscellaneous Revenue	16,316	19,115	17,533	15,000	15,000
Departmental Direct Revenue					61,851	54,160	47,403	46,000	46,000
Other Revenue					97,896	60,528	46,655	66,479	71,735
Cost in Tax Dollars					480,596	529,086	544,103	601,462	640,670
Estimated Millage					0.88	0.94	0.93	1.03	1.06
Percentage of Budget					1.31%	1.17%	1.07%	1.20%	1.24%
Life After Lock-Up					1	1	1	1	1
Full Time Employees					6	6	6	6	6

**Oconee County, South Carolina
Assessor (301)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	301	10110	00000	Salary and Wages	577,779	567,753	560,715	632,211	665,486
010	301	10710	00000	Overtime	-	20	72	500	1,500
010	301	20013	00000	Social Security	40,704	40,633	40,682	48,479	51,024
010	301	20014	00000	Retirement	84,133	87,791	92,585	111,280	117,123
010	301	20015	00000	Workers Compensation	10,884	11,349	12,146	13,363	12,514
010	301	20016	00000	Health Insurance	149,418	146,225	146,224	146,224	155,363
010	301	20027	00000	Dental	3,205	8,800	8,800	8,800	9,350
010	301	20028	00000	Vision	154	1,600	1,600	1,600	1,700
Salary and Wage Totals					866,277	864,171	862,824	962,457	1,014,060
010	301	30024	00000	Equipment Maintenance	-	-	-	750	500
010	301	30056	00000	Data Processing	53,707	56,014	78,568	66,300	66,900
010	301	30059	00000	Copies	2,999	2,530	3,718	4,500	4,000
010	301	30080	00000	Dues: Organizations	250	270	275	350	400
010	301	30084	00000	Staff Development	5,265	6,897	9,899	8,750	8,750
010	301	40027	00000	Safety Equipment	-	-	1,400		
010	301	40031	00000	Small Equipment	763	763	1,382	1,000	1,000
010	301	40032	00000	Operational	3,101	2,848	4,038	12,550	6,300
010	301	40034	00000	Food	-	-	367		-
010	301	40033	00000	Postage	-	-	-	30,000	2,000
010	301	40045	00000	IT Replacement Equip/Software	45,000	40,000	777	-	-
010	301	40065	00000	Uniforms/Clothing	1,097	-	709	1,200	1,200
010	301	40102	00000	Newspaper/Magazines	-	1,032	1,044	1,250	1,350
010	301	80301	00000	Vehicle Maintenance	1,677	1,061	837	2,500	1,500
010	301	81301	00000	Gasoline	2,344	1,754	1,643	5,000	4,500
Expenditure Total					116,203	113,169	104,657	134,150	98,400
Department Total					982,480	977,340	967,481	1,096,607	1,112,460
Direct Revenue									
Map Copies Assessor					1,041	484	1,549	500	1,500
Departmental Total Direct Revenue					1,041	484	1,549	500	1,500
Other Revenue					-	-	-	-	-
Cost in Tax Dollars					981,439	976,856	965,932	1,096,107	1,110,960
Estimated Millage					1.80	1.74	1.65	1.82	1.79
Percentage of General Fund Budget					2.01%	1.78%	1.62%	1.84%	1.82%
Total Full Time Employees					16	16	16	16	16

**Oconee County, South Carolina
Auditor (302)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	302	10110	00000	Salary and Wages	272,163	301,357	342,417	365,137	380,343
010	302	10710	00000	Overtime	352	-	-	-	-
010	302	20013	00000	Social Security	18,919	20,977	24,193	27,933	29,096
010	302	20014	00000	Retirement	39,743	46,366	56,093	58,040	66,788
010	302	20015	00000	Workers Compensation	1,136	1,307	3,143	2,943	3,250
010	302	20016	00000	Health Insurance	59,217	63,973	63,973	63,973	73,112
010	302	20027	00000	Dental	3,376	3,850	3,850	3,850	4,400
010	302	20028	00000	Vision	389	700	700	700	800
Salary and Wage Totals					395,295	438,530	494,369	522,576	557,789
010	302	30018	00000	Travel	474	210	209	1,000	1,500
010	302	30024	00000	Equipment Maintenance	-	-	-	500	500
010	302	30025	00000	Professional	644	1,403	-	-	-
010	302	30056	00000	Data Processing	76,591	50,973	67,388	102,000	102,000
010	302	30059	00000	Copier Click Charges	1,318	675	1,368	2,000	2,000
010	302	30080	00000	Dues: Organizations	150	150	150	400	400
010	302	30084	00000	Staff Development	2,118	-	200	5,000	6,500
010	302	40031	00000	Non-Cap Equipment	1,937	1,706	-	-	-
010	302	40032	00000	Operational	21,755	23,499	20,642	30,000	33,000
010	302	40045	00000	IT Replacement Equipment/Software	2,120	1,145	2,903	2,500	2,500
010	302	40065	00000	Uniforms/Clothing	355	699	865	1,000	1,000
010	302	60211	00000	Forfeited Land Commission (FLC) Expenditures	935	1,751	2,033	500	500
Expenditure Total					108,397	82,211	95,758	144,900	149,900
Department Total					503,692	520,741	590,127	667,476	707,689
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					77,005	48,960	43,143	62,153	66,938
Cost in Tax Dollars					426,687	471,781	546,984	605,323	640,751
Estimated Millage					0.92	0.93	1.01	1.14	1.17
Percentage of General Fund Budget					1.03%	0.95%	0.99%	1.12%	1.16%
Total Full Time Employees					7	8	8	8	8

**Oconee County, South Carolina
Board of Assessment Appeals (303)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	303	10110	00000	Salary and Wages/BoardMembers	2,471	2,991	1,428	6,000	3,000
10	303	20013	00000	Social Security	116	140	45	266	266
10	303	20015	00000	Workers Compensation	6	7	3	10	10
Salary and Wage Totals					2,593	3,138	1,476	6,276	3,276
10	303	30018	00000	Travel	88	114	71	950	950
10	303	30068	00000	Advertising	-	-	-	200	-
10	303	40032	00000	Operational	10	-	-	100	100
Expenditure Total					98	114	71	1,250	1,050
Department Total					2,691	3,252	1,547	7,526	4,326

**Oconee County, South Carolina
Building Codes Department (702)
2023-2024 Budget**

Account Number				Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	702	10110	00000	Salary and Wages	329,910	331,647	382,916	369,139
10	702	10710	00000	Overtime	9,048	6,516	10,000	10,000
10	702	20013	00000	Social Security	24,971	25,107	30,078	55,713
10	702	20014	00000	Retirement	52,629	55,677	68,713	66,577
10	702	20015	00000	Workers Compensation	8,505	9,662	9,628	8,260
10	702	20016	00000	Health Insurance	73,112	63,973	73,112	63,973
10	702	20027	00000	Dental	4,400	3,850	4,400	3,850
10	702	20028	00000	Vision	800	700	800	700
				Salary and Wage Totals	503,375	497,132	579,647	578,212
10	702	30025	00000	Professional	60,687	48,297	75,000	70,000
10	702	30056	00000	Data Processing	34,309	32,620	35,500	42,000
10	702	30059	00000	Copies	829	1,198	3,500	3,500
10	702	30068	00000	Advertising	-	-	-	-
10	702	30080	00000	Dues: Organizations	479	511	2,500	2,500
10	702	30084	00000	Staff Development	5,091	2,396	10,000	7,500
10	702	30090	00000	Commission Honoraria	-	-	-	-
10	702	40027	00000	Safety Equipment	625	700	2,500	2,500
10	702	40031	00000	Small Equipment	306	4,838	2,000	2,000
10	702	40032	00000	Operational	2,060	1,701	4,000	4,000
10	702	40034	00000	Food	-	-	-	-
10	702	40045	00000	IT Replacement	-	1,470	-	-
10	702	40065	00000	Uniforms/Clothing	1,913	2,431	3,500	3,500
10	702	50870	00000	Capital Vehicles	-	20,000	-	-
10	702	80702	00000	Vehicle Maintenance	3,733	5,889	4,500	6,500
10	702	81702	00000	Gasoline	9,880	15,622	12,000	15,000
				Expenditure Total	119,912	137,673	155,000	159,000
				Department Total	623,287	634,805	734,647	737,212
Direct Revenue								
10	80	805	13700	Building Codes	1,333,492	1,458,453	1,500,000	1,770,608
10	80	805	13701	Building Codes Mobile Home Fees	22,705	23,590	20,000	22,000
10	80	805	13705	Building Codes Plan Review Fees	162,284	92,761	175,000	175,000
10	80	805	13706	Subdivision Plan Review Fees	5,800	4,750	5,000	5,000
10	80	805	10370	Communication Tower Fees	36,000	53,000	32,000	65,000
10	80	805	60735	One Stop Recording Fees	6,915	6,425	5,000	6,500
				Departmental Total Direct Revenue	1,567,196	1,638,979	1,737,000	2,044,108
				Other Revenue	58,602	46,410	68,407	69,730
				Cost in Tax Dollars	(1,002,511)	(1,050,584)	(1,070,760)	(1,376,626)
				Estimated Millage	-1.79	-1.79	-1.83	-2.28
				Percentage of General Fund Budget	1.14%	1.06%	1.23%	1.21%
				Total Full Time Employees	7	7	8	7

**Oconee County, South Carolina
Chau Ram Park (205)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	205	10110	00000	Salary and Wages	145,087	162,644	178,775	191,630	187,909
10	205	10710	00000	Overtime	4,883	13,419	9,317	7,000	10,000
10	205	20013	00000	Social Security	11,009	12,917	14,120	15,196	15,140
10	205	20014	00000	Retirement	21,661	23,913	25,719	34,879	34,753
10	205	20015	00000	Workers Compensation	6,354	8,348	10,037	8,234	8,094
10	205	20016	00000	Health Insurance	41,699	42,649	36,556	45,695	45,695
10	205	20027	00000	Dental	907	2,567	2,200	2,750	2,750
10	205	20028	00000	Vision	56	466	400	500	500
Salary and Wage Totals					231,656	266,923	277,124	305,884	304,841
10	205	30024	00000	Equipment Maintenance	622	636	1,507	1,200	1,200
10	205	30025	00000	Professional	42,919	45,586	37,810	45,585	45,585
10	205	30037	00000	Equipment (Leased or Rented)	8,357	2,592	3,973	9,700	5,700
10	205	30059	00000	Copier Clicks	-	422	738	-	-
10	205	33022	00000	Building/Grounds Maintenance	28,653	34,920	40,187	-	-
10	205	34042	00000	Gas and Fuel Oil	3,597	2,972	2,382	2,400	2,400
10	205	34043	00000	Electricity	10,096	16,767	17,183	12,000	15,000
10	205	34044	00000	Water/Sewer/Garbage	2,463	3,747	6,504	1,800	1,800
10	205	40031	00000	Small Equipment	1,572	14,824	5,538	9,500	7,000
10	205	40032	00000	Operational	5,467	9,422	7,266	5,500	8,100
10	205	40034	00000	Food	465	295	172	300	300
10	205	40045	00000	IT Replacement Equip/Software	-	1,530	-	-	-
10	205	40065	00000	Uniforms/Clothing	2,238	1,386	929	2,600	3,500
10	205	40832	00000	Concessions	221	11,920	9,804	11,000	11,000
Expenditure Total					106,670	147,019	133,993	101,585	101,585
Department Total					338,326	413,942	411,117	407,469	406,426
Direct Revenue									
10	80	805	00205	Chau Ram Park Revenues	32,906	79,302	85,946	85,000	100,000
Departmental Total Direct Revenue					32,906	79,302	85,946	85,000	100,000
Other Revenue					51,724	38,919	30,056	37,942	38,442
Cost in Tax Dollars					253,696	295,721	295,115	284,527	267,984
Estimated Millage					0.62	0.74	0.70	0.69	0.67
Percentage of General Fund Budget					0.69%	0.76%	0.69%	0.68%	0.67%
Total Full Time Employees					4	4	4	5	5

**Oconee County, South Carolina
Clerk of Court (501)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	501	10110	00000	Salary and Wages	360,205	376,348	413,185	414,255	505,993
10	501	10710	00000	Overtime	774	1,037	2,088	500	3,000
10	501	20013	00000	Social Security	25,436	26,643	28,802	31,729	38,938
10	501	20014	00000	Retirement	52,691	56,794	66,115	72,831	89,379
10	501	20015	00000	Workers Compensation	1,154	957	2,386	1,452	1,578
10	501	20016	00000	Health Insurance	82,192	91,390	91,390	100,529	109,668
10	501	20027	00000	Dental	1,991	5,500	5,500	6,050	6,600
10	501	20028	00000	Vision	95	1,000	1,000	1,100	1,200
Salary and Wage Totals					524,538	559,669	610,466	628,446	756,356
10	501	30018	00000	Travel	165	-	172	375	375
10	501	30024	00000	Equipment Maintenance	8,329	-	-	-	-
10	501	30025	00000	Professional	-	-	-	-	3,000
10	501	30026	00000	Court Expenditures	38,266	23,234	34,151	60,000	60,000
10	501	30056	00000	Data Processing	27,282	30,377	25,000	27,000	27,000
10	501	30059	00000	Copier Click Charges	4,558	4,631	4,692	7,000	7,000
10	501	30084	00000	Staff Development	1,177	-	1,257	2,500	2,500
10	501	40031	00000	Small Equipment	560	9,749	3,944	5,000	5,000
10	501	40032	00000	Operational	6,126	5,145	4,961	7,500	7,500
10	501	40045	00000	IT Replacement Equipment/Software	835	-	10,442	-	-
10	501	60901	00155	DSS Child Support Title IV-D	6,821	12,476	10,252	14,414	14,414
10	501	95100	20220	Master in Equity	36,056	36,056	36,056	36,056	36,056
Expenditure Total					130,175	121,668	130,927	159,845	162,845
Department Total					654,713	681,337	741,393	788,291	919,201
Direct Revenue									
10	80	805	11900	Clerk of Court	240,874	195,494	198,619	225,000	225,000
10	80	805	16020	Master in Equity	9,245	5,740	6,585	10,000	7,500
10	80	805	21900	Clerk of Court Supplement	1,575	1,575	1,575	1,576	15,000
Departmental Total Direct Revenue					251,694	202,809	206,779	236,576	247,500
Other Revenue					100,093	64,059	54,202	73,402	86,944
Cost in Tax Dollars					302,926	414,469	480,412	478,313	584,757
Estimated Millage					1.20	1.21	1.26	1.34	1.52
Percentage of General Fund Budget					1.34%	1.24%	1.24%	1.32%	1.51%
Total Full Time Employees					10	10	10	11	12

Does not include Federal Paid Employees of 2 FTEs

**Oconee County, South Carolina
Communications (104)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	104	10110	00000	Salary and Wages	870,996	880,914	960,572	1,073,580	1,072,972
10	104	10710	00000	Overtime	103,494	108,805	118,646	75,000	90,000
10	104	20013	00000	Social Security	70,764	72,190	78,886	87,865	88,967
10	104	20014	00000	Retirement	141,327	155,244	177,888	202,919	205,546
10	104	20015	00000	Workers Compensation	6,099	7,823	7,627	4,019	3,605
10	104	20016	00000	Health Insurance	201,336	201,058	201,058	228,475	228,475
10	104	20027	00000	Dental	7,056	12,050	12,100	13,750	13,750
10	104	20028	00000	Vision	667	2,200	2,200	2,500	2,500
Salary and Wage Totals					1,401,739	1,440,284	1,558,977	1,688,108	1,705,815
New Positions					-	-	-	-	-
New Position Total					-	-	-	-	-
10	104	30018	00000	Travel	405	462	763	-	1,000
10	104	30024	00000	Equipment Maintenance	64,478	74,768	64,420	82,000	87,000
10	104	30025	00000	Professional	502	228	228	4,000	4,000
10	104	30037	00000	Equipment Leased or Rented	76	-	-	-	-
10	104	30041	00000	Telecommunications	72,349	99,436	98,433	92,000	100,000
10	104	30056	00000	Data Processing	36,919	16,726	4,807	17,000	17,000
10	104	30059	00000	Copier Click Charges	3,229	3,163	3,208	3,000	3,200
10	104	30080	00000	Dues: Organizations	424	430	192	450	450
10	104	30084	00000	Staff Development	5,830	480	5,918	6,000	6,000
10	104	33022	00000	Building/Grounds Maintenance (External Radio Sites)	626	-	1,123	1,700	1,700
10	104	34042	00000	Gas and Fuel Oil - Generators	-	746	540	1,400	1,500
10	104	34043	00000	Electricity - Radio Sites	5,578	6,190	6,629	6,500	6,500
10	104	40031	00000	Small Equipment	7,724	3,289	2,902	4,000	4,000
10	104	40032	00000	Operational	3,648	3,762	3,905	4,000	4,000
10	104	40034	00000	Food	333	825	813	1,000	1,000
10	104	40045	00000	IT Replacement EQ/Software	1,275	357	1,990	5,000	3,500
10	104	40102	00000	Periodical Subscriptions	469	70	70	-	-
Expenditure Total					203,865	210,932	195,941	228,050	240,850
Department Total					1,605,604	1,651,216	1,754,918	1,916,158	1,946,665
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					245,466	155,247	128,299	178,425	184,128
Cost in Tax Dollars					1,360,138	1,495,969	1,626,619	1,737,733	1,762,537
Estimated Millage					2.49	2.66	2.77	2.96	2.92
Percentage of General Fund Budget					3.28%	3.01%	2.94%	3.21%	3.19%
Total Full Time Employees					21	22	24	25	25

**Oconee County, South Carolina
Coroner (103)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	103	10110	00000	Salary and Wages	104,625	121,766	181,058	191,244	191,149
10	103	20013	00000	Social Security	7,452	8,543	13,272	14,630	14,623
10	103	20014	00000	Retirement	16,298	19,414	30,878	33,322	33,566
10	103	20015	00000	Workers Compensation	3,740	4,649	8,315	7,263	6,614
10	103	20016	00000	Health Insurance	16,838	18,278	18,278	27,417	27,417
10	103	20027	00000	Dental	716	1,100	1,100	1,650	1,650
10	103	20028	00000	Vision	70	200	200	300	300
Salary and Wage Totals					149,739	173,950	253,101	275,826	275,319
10	103	30024	00000	Equipment Maintenance	1,355	2,562	1,518	1,500	3,000
10	103	30025	00000	Professional	75,285	58,544	14,362	10,000	12,000
10	103	30041	00000	Telecommunications	195	195	195	240	240
10	103	30059	00000	Copier Click Charges	864	780	881	1,000	1,000
10	103	30080	00000	Dues: Organizations	300	260	320	330	330
10	103	30084	00000	Staff Development	402	1,269	1,450	2,000	2,500
10	103	33022	00000	Building/Grounds Maintenance	915	1,145	5,112	6,000	6,000
10	103	34042	00000	Gas & Fuel Oil	211	179	232	400	400
10	103	34043	00000	Electricity	4,617	4,506	4,618	5,000	5,000
10	103	34044	00000	Water/Sewer/Garbage	1,118	1,290	1,504	2,000	2,000
10	103	40027	00000	Safety Equipment	167	135	32	450	1,300
10	103	40031	00000	Small Equipment	1,428	1,205	5,767	2,500	1,500
10	103	40032	00000	Operational	5,681	4,421	7,073	6,000	7,000
10	103	40045	00000	IT Replacement Eq/Software	1,287	-	1,006	-	-
10	103	40065	00000	Uniforms/Clothing	518	504	526	600	600
10	103	40102	00000	Periodicals	230	240	240	250	250
10	103	60831	00000	Pauper Funerals - Moved from DSS in 2021	-	750	200	5,000	3,000
10	103	80103	00000	Vehicle Maintenance	1,550	1,404	1,950	2,500	2,500
10	103	81103	00000	Gasoline	4,102	3,914	6,405	7,000	7,000
Expenditure Total					100,225	83,303	53,391	52,770	55,620
Department Total					249,964	257,253	306,492	328,596	330,939
Direct Revenue									
10	81	00810	21200	Coroner Supplement	1,575	1,575	1,576	1,576	1,576
Departmental Total Direct Revenue					1,575	1,575	1,576	1,576	1,576
Other Revenue					38,215	24,187	22,407	30,597	31,302
Cost in Tax Dollars					210,174	231,491	282,509	296,423	298,061
Estimated Millage					0.39	0.41	0.48	0.51	0.49
Percentage of General Fund Budget					0.51%	0.47%	0.51%	0.55%	0.54%
Total Full Time Employees					2	2	3	3	4

**Oconee County, South Carolina
County Attorney (741)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	741	10110	00000	Salary and Wages	197,292	173,518	160,906	199,762	212,000
10	741	10710	00000	Overtime	70	-		-	
10	741	20013	00000	Social Security	13,926	11,548	11,126	15,198	16,218
10	741	20014	00000	Retirement	28,993	27,183	26,496	34,885	37,227
10	741	20015	00000	Workers Compensation	4,215	4,839	1,788	814	784
10	741	20016	00000	Health Insurance	11,829	18,278	18,278	18,278	18,278
10	741	20027	00000	Dental	716	1,100	1,100	1,100	1,100
10	741	20028	00000	Vision	71	200	200	200	200
Salary and Wage Totals					257,112	236,666	219,894	270,237	285,807
10	741	30025	00000	Professional	49,621	74,234	143,919	110,000	110,000
10	741	30080	00000	Dues: Organizations	1,105	1,178	978	1,255	1,255
10	741	30084	00000	Staff Development	3,006	1,767	480	3,000	2,000
10	741	40031	00000	Small Equipment	318	255	689	1,500	1,000
10	741	40032	00000	Operational	8,878	7,764	8,963	8,000	9,000
10	741	40045	00000	IT Replacement Eq/Software	1,261	-		500	500
10	741	40102	00000	Periodicals	199	-	73	300	300
10	741	60767	00000	Contingency	-	-		10,000	10,000
Expenditure Total					64,388	85,198	155,102	134,555	134,055
Department Total					321,500	321,864	374,996	404,792	419,862
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					49,151	30,262	27,415	37,693	39,713
Cost in Tax Dollars					272,349	291,602	347,581	367,099	380,149
Estimated Millage					0.48	0.50	0.66	0.69	0.57
Percentage of General Fund Budget					0.66%	0.59%	0.63%	0.68%	0.69%
Total Full Time Employees					2	2	2	2	2

**Oconee County, South Carolina
County Council (704)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	704	10110	00000	Salary and Wages	82,968	84,184	86,907	90,592	88,192
10	704	10710	00000	Overtime	-	-	-	-	-
10	704	20013	00000	Social Security	4,972	5,094	5,112	6,930	6,747
10	704	20014	00000	Retirement	10,910	11,815	12,451	15,907	15,486
10	704	20015	00000	Workers Compensation	1,419	1,540	1,271	1,405	1,249
10	704	20016	00000	Health Insurance	56,002	54,834	54,834	54,834	54,834
10	704	20027	00000	Dental	1,098	3,300	3,300	3,300	3,300
10	704	20028	00000	Vision	41	600	600	600	600
Salary and Wage Totals					157,410	161,367	164,475	173,568	170,408
10	704	30018	00000	Travel	3,002	1,234	1,314	3,500	3,500
10	704	30024	00000	Maint on Equipment	185	-	-	-	-
10	704	30025	00000	Professional	4,419	3,670	3,113	5,500	6,000
10	704	30025	00001	Professional - Auditing Firm	53,500	53,700	53,900	57,000	75,000
10	704	30041	00000	Telecommunications	700	600	-	-	-
10	704	30059	00000	Xerox Copies	1,920	1,200	1,281	2,000	2,000
10	704	30068	00000	Advertising	-	-	-	-	-
10	704	30080	00000	Dues: Organizations	1,535	1,535	1,535	1,535	1,535
10	704	30084	00000	Staff Development	13,208	2,557	4,888	15,000	17,000
10	704	40031	00000	Small Equipment	3,676	5,123	519	300	300
10	704	40032	00000	Operational	13,572	581	894	2,000	2,000
10	704	40034	00000	Food	1,290	282	219	1,500	1,500
10	704	40045	00000	It Replacement/Equip Software	188	4,879	-	-	-
10	704	40102	00000	Magazines/Newspapers	-	-	-	200	200
10	704	60736	00000	Donated Gravel	57,227	184	-	-	-
10	704	60767	00000	Contingency	169	368	-	2,500	2,500
10	704	60767		Contingency - Salary Study, Pay Increase, etc. Approved by Council	-	-	-	-	1,040,416
10	704	95100	20201	SC Association of Counties	13,554	13,554	13,554	13,555	13,555
10	704	95100	20217	Appalachian Council of Governments	38,993	38,993	38,993	38,993	38,993
10	704	95100	20255	Ten at the Top (TATT)	5,000	5,000	5,000	5,000	-
Expenditure Total					212,138	133,460	125,210	148,583	1,204,499
Department Total					369,548	294,827	289,685	322,151	1,374,907
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					56,497	27,720	21,178	29,997	130,047
Cost in Tax Dollars					313,051	267,107	268,507	292,154	1,244,860
Estimated Millage					0.57	0.48	0.46	0.50	2.06
Percentage of General Fund Budget					0.76%	0.54%	0.49%	0.54%	2.25%
Total Full Time Employees					1	1	1	1	1

**Oconee County, South Carolina
Delinquent Tax Collector (305)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	305	10110	00000	Salary and Wages	93,094	113,038	132,562	139,502	139,502
10	305	10710	00000	Overtime	78	100	91	-	
10	305	20013	00000	Social Security	6,519	7,832	9,285	10,672	10,672
10	305	20014	00000	Retirement	13,385	18,817	21,704	24,497	24,497
10	305	20015	00000	Workers Compensation	1,260	795	939	4,068	3,836
10	305	20016	00000	Health Insurance	21,211	27,417	27,417	27,417	27,417
10	305	20027	00000	Dental	1,297	1,650	1,650	1,650	1,650
10	305	20028	00000	Vision	142	300	300	300	300
Salary and Wage Totals					136,986	169,949	193,948	208,106	207,874
10	305	30025	00000	Professional	2,403	-	-	-	
10	305	30025	60305	Professional-Tax Sale	142,942	109,454	105,095	150,000	110,000
10	305	30056	00000	Data Processing	7,198	9,633	6,012	9,000	9,000
10	305	30059	00000	Copier Click Charges	2,245	2,991	3,349	3,000	3,000
10	305	30068	60305	Advertising- Tax Sale	22,302	22,302	22,302	32,000	25,000
10	305	30080	00000	Dues: Organizations	50	50	305	115	115
10	305	30084	00000	Staff Development	-	-	1,427	1,800	1,500
10	305	40031	00000	Small Equipment	233	-	4,194	-	200
10	305	40032	00000	Operational	1,010	1,369	1,556	1,400	1,600
10	305	40032	60305	Operational- Tax Sale	3,420	3,357	5,110	7,000	7,000
10	305	40033	60305	Postage - Tax Sale	2,523	59,170	31,175	36,000	36,000
10	305	40045	00000	IT replacement eq/software			878		
10	305	40065	60305	Uniform Clothing - Tax Sale	111	134	104	150	150
Expenditure Total					184,437	208,460	181,507	240,465	193,565
Department Total					321,423	378,409	375,455	448,571	401,439
Direct Revenue									
10	80	805	10285	Tax Sale Fees	157,325	268,720	221,694	250,000	250,000
10	80	805	12501	Tax Collector Fees	45,574	54,510	37,408	50,000	50,000
Departmental Total Direct Revenue					157,325	268,720	221,694	250,000	250,000
Other Revenue					49,139	35,578	27,449	41,769	37,971
Cost in Tax Dollars					114,959	74,111	126,312	156,802	113,468
Estimated Millage					0.21	0.13	0.22	0.27	0.19
Percentage of General Fund Budget					0.66%	0.69%	0.63%	0.75%	0.66%
Total Full Time Employees					3	3	3	3	3

**Oconee County, South Carolina
Department of Social Services (402)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	402	30041	00000	Telecommunications	10,806	11,287	11,225	11,700	11,300
10	402	40031	00000	Non-Capital Equipment	-	-	-	500	-
10	402	40032	00000	Operational	23	148	195	500	300
10	402	60831	00000	Pauper Funerals	2,000	-	-	-	-
Expenditure Total					12,829	11,435	11,420	12,700	11,600
Department Total					12,829	11,435	11,420	12,700	11,600
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					1,961	1,075	835	1,183	1,097
Cost in Tax Dollars					10,868	10,360	10,585	11,517	10,503
Estimated Millage					0.02	0.02	0.02	0.02	0.02
Percentage of General Fund Budget					0.03%	0.02%	0.02%	0.02%	0.02%
Total Full Time Employees					-	-	-	-	-

**Oconee County, South Carolina
Detention Center (106)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	106	10110	00000	Salary and Wages	1,911,589	1,923,447	1,965,099	2,305,352	2,303,395
10	106	10710	00000	Overtime	84,896	83,161	117,805	85,000	80,000
10	106	20013	00000	Social Security	145,866	146,507	153,038	184,392	182,330
10	106	20014	00000	Retirement	342,620	363,605	397,746	477,860	481,274
10	106	20015	00000	Workers Compensation	69,452	78,947	93,276	90,404	81,143
10	106	20016	00000	Health Insurance	410,001	438,672	447,811	466,089	466,089
10	106	20027	00000	Dental	16,665	26,400	26,950	28,050	28,050
10	106	20028	00000	Vision	1,644	4,800	4,900	5,100	5,100
Salary and Wage Totals					2,982,733	3,065,539	3,206,625	3,642,247	3,627,381
10	106	30024	00000	Equipment Maintenance	13,978	13,946	14,659	15,000	15,000
10	106	30025	00000	Professional	1,082	991	758	3,600	3,600
10	106	30028	00000	State Inmate Stipend	12,268	11,556	11,888	17,000	18,000
10	106	30037	00000	Equipment (Leased or Rented)	-	257	-	-	-
10	106	30056	00000	Data Processing	6,472	34,964	40,151	43,000	48,700
10	106	30059	00000	Copier Click Charges	7,763	9,746	8,431	10,000	10,000
10	106	30062	00000	Medical	351,999	403,573	411,545	450,000	450,000
10	106	30080	00000	Dues: Organizations	1,590	1,500	1,200	2,000	2,000
10	106	30084	00000	Staff Development	5,674	7,683	12,381	12,500	12,500
10	106	33022	00000	Building/Grounds Maintenance	61,832	58,195	70,566	62,000	70,000
10	106	34042	00000	Gas and Fuel Oil	22,914	19,985	30,905	20,000	20,000
10	106	34043	00000	Electricity	248,883	211,434	191,424	200,000	195,000
10	106	34044	00000	Water/Sewer/Garbage	57,542	50,209	68,036	55,000	55,000
10	106	40031	00000	Small Equipment	26,229	16,810	32,818	27,000	27,000
10	106	40032	00000	Operational	77,846	72,374	72,470	75,000	75,000
10	106	40033	00000	Postage	192	84	165	900	900
10	106	40034	00000	Food	285,691	306,888	332,359	350,000	376,950
10	106	40045	00000	IT Replacement Equipment/Software	7,947	10,528	4,532	9,000	9,000
10	106	40065	00000	Uniforms/Clothing	41,710	37,587	39,571	50,000	42,000
10	106	40102	00000	Periodicals	190	-	-	250	250
10	106	60741	00000	Juvenile Detention Services (Department of Juvenile Justice)	20,878	13,425	13,050	32,000	32,000
Expenditure Total					1,252,680	1,281,735	1,356,909	1,434,250	1,462,900
Department Total					4,235,413	4,347,274	4,563,534	5,076,497	5,090,281
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					647,514	408,731	333,633	472,702	481,470
Cost in Tax Dollars					3,587,899	3,938,543	4,229,901	4,603,795	4,608,811
Estimated Millage					6.58	7.02	7.21	7.85	7.64
Percentage of General Fund Budget					8.66%	7.93%	7.65%	8.51%	8.35%
Life After Lock-Up					1	1	1	1	1
Total Full Time Employees					47	48	49	51	51

**Oconee County, South Carolina
Economic Development (707)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	707	10110	00000	Salary and Wages	199,264	200,260	184,868	271,156	275,420
10	707	10710	00000	Overtime	7,777	-	-	-	-
10	707	20013	00000	Social Security	15,434	15,020	13,628	20,743	21,070
10	707	20014	00000	Retirement	28,381	31,299	30,219	47,315	48,364
10	707	20015	00000	Workers Compensation	4,544	4,706	5,949	8,208	7,574
10	707	20016	00000	Health Insurance	34,750	36,556	36,556	36,556	36,556
10	707	20027	00000	Dental	2,296	2,200	2,200	2,200	2,200
10	707	20028	00000	Vision	259	400	400	400	400
Salary and Wage Totals					292,705	290,441	273,820	386,578	391,584
10	707	30059	00000	Copier Click Charges	662	377	395	3,000	2,000
10	707	30071	00000	Rent	22,763	18,294	11,872	21,600	25,700
10	707	33022	00000	Equip Maint-Sign Maint	-	322	1,798	12,500	2,500
10	707	34043	00001	Electricity - Commerce Center	1,994	1,931	1,562	2,225	2,500
10	707	34043	00080	Electricity-Golden Corner	-	-	-	5,000	5,000
10	707	34043	00104	Electricity-OITP	3,877	4,251	3,969	4,900	4,900
10	707	34044	00000	Water/Sewer/Garbage	-	458	816	1,000	1,000
10	707	40031	00000	IT Replacement Eq/Software	(1,233)	2,332	-	1,000	1,000
10	707	60907	90715	SDOC C-14-2286 US Enginee	-	60,000	-	-	-
10	707	80707	00000	Vehicle Maintenance	14	102	222	500	750
10	707	81707	00000	Gasoline	339	308	940	250	2,000
10	707	95100	20217	EDIS Partnership via Appalachian Council of Governments	12,199	12,199	12,199	12,199	12,199
10	707	95100	20254	Mountain Lakes Business Development Corporation	34,550	34,550	27,500	25,000	25,000
10	707	95100	20256	Oconee Economic Alliance	158,775	156,393	156,275	150,000	150,000
10	707	95100	20257	Upstate SC Alliance	37,522	-	39,187	40,000	40,000
Expenditure Total					271,462	291,517	256,735	279,174	274,549
Department Total					564,167	581,958	530,555	665,752	666,133
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					86,251	54,716	38,788	61,992	63,007
Cost in Tax Dollars					477,917	527,242	491,767	603,760	603,126
Estimated Millage					0.88	0.94	0.84	1.03	1.00
Percentage of General Fund Budget					1.15%	1.06%	0.89%	1.12%	1.09%
Total Full Time Employees					5	5	4	4	4

**Oconee County, South Carolina
Facilities Maintenance (714)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10 714 10110 00000	Salary and Wages			540,520	549,679	533,618	610,806	602,008	
10 714 00121 00000	Work Release Program			-	-	-	-	-	
10 714 10710 00000	Overtime			3,402	2,527	1,670	2,500	1,500	
10 714 20013 00000	Social Security			38,421	39,742	38,797	46,956	46,168	
10 714 20014 00000	Retirement			79,205	85,943	88,352	107,507	105,976	
10 714 20015 00000	Workers Compensation			24,229	27,622	31,361	28,146	25,895	
10 714 20016 00000	Health Insurance			139,976	127,946	137,085	137,085	137,085	
10 714 20027 00000	Dental			2,292	7,150	8,250	8,250	8,250	
10 714 20028 00000	Vision			75	1,300	1,500	1,500	1,500	
Salary and Wage Totals				828,120	841,909	840,633	942,750	928,382	
10 714 30024 00000	Equipment Maintenance			1,106	1,257	659	1,500	1,500	
10 714 30025 00000	Professional			5,750	-	8,321	10,000	10,000	
10 714 30059 00000	Copier Clicks			174	288	237	250	250	
10 714 30084 00000	Staff Development			-	-	-	250	250	
10 714 33022 00000	Building/Grounds Maintenance			7,051	7,997	11,533	7,500	7,500	
10 714 33022 00109	Building Maintenance - Probation and Parole			5,565	3,676	1,241	5,000	5,000	
10 714 33022 00206	Building/Grounds-Salem Library			6,943	-	-	-	-	
10 714 33022 00208	Building/Grounds-Seneca Library			-	74,650	-	-	-	
10 714 33022 00270	Building/Grounds - Oakway Intm			1,618	1,284	1,659	1,500	2,000	
10 714 33022 00310	Building/Grounds - Christ Central			-	-	-	-	-	
10 714 33022 00402	Building Maintenance - DSS Building			14,229	13,122	19,876	17,500	20,000	
10 714 33022 00405	Buildings/Grounds Rosa Clark			14,820	-	129	1,000	1,000	
10 714 33022 00407	Building Maintenance - Lakeview Rest Home			60,031	159,188	14,277	12,000	12,000	
10 714 33022 00510	Building Maintenance - Courthouse			44,772	35,198	31,875	55,000	50,000	
10 714 33022 00703	Building Maintenance - Walhalla Health Department			14,542	106,548	5,604	5,000	7,500	
10 714 33022 00716	Building Maintenance - USDA Building			2,455	13,184	723	2,500	2,500	
10 714 33022 00723	Building Maintenance - Pine Street			22,011	39,659	44,706	50,000	50,000	
10 714 33022 00729	Building Maintenance - Brown Building			4,977	11,246	2,208	5,000	5,000	
10 714 34042 00109	Gas and Fuel Oil - Probation and Parole			1,815	1,416	1,619	2,000	2,000	
10 714 34042 00270	Gas and Fuel Oil - Oakway Intm			4,290	4,120	5,771	3,500	6,000	
10 714 34042 00410	Gas and Fuel Oil - Walhalla Health			-	656	157	-	500	
10 714 34042 00510	Gas and Fuel Oil - Courthouse			11,649	21,369	29,533	20,000	30,000	
10 714 34042 00723	Gas and Fuel Oil - Pine Street			2,424	2,632	2,194	3,000	3,500	
10 714 34042 00729	Gas and Fuel Oil - Brown Building			957	1,081	1,373	1,500	2,000	
10 714 34043 00000	Electricity - Facilities Maintenance			1,398	819	721	1,000	1,000	
10 714 34043 00109	Electricity - Probation and Parole			5,354	4,391	4,142	5,700	5,700	
10 714 34043 00270	Electricity - Oakway School			22,464	23,274	26,451	25,000	25,000	
10 714 34043 00402	Electricity - DSS Building			46,920	39,123	38,178	40,000	40,000	
10 714 34043 00403	Electricity - Walhalla Health Department			12,326	16,183	19,449	17,500	20,000	
10 714 34043 00409	Electricity - Foothills Alliance			1,246	391	970	1,200	1,200	
10 714 34043 00510	Electricity - Courthouse			72,786	66,417	66,693	75,000	75,000	
10 714 34043 00723	Electricity - Pine Street			48,065	44,565	37,771	40,000	40,000	

**Oconee County, South Carolina
Facilities Maintenance (714)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	714	34043	00729	Electricity - Brown Building	10,473	12,581	12,959	13,000	13,000
10	714	34044	00000	Water - Facilities Maintenance	899	806	905	1,000	1,000
10	714	34044	00109	Water - Probation and Parole	682	650	972	1,200	1,200
10	714	34044	00270	Water - Oakway School	2,068	2,283	1,196	2,500	2,500
10	714	34044	00402	Water - DSS Building	3,249	2,712	3,550	3,200	3,500
10	714	34044	00403	Water - Walhalla Health Department	1,192	837	975	1,200	1,200
10	714	34044	00409	Water - Foothills Alliance	608	575	659	1,000	1,000
10	714	34044	00510	Water - Courthouse	3,465	3,215	3,677	3,600	4,000
10	714	34044	00723	Water - Pine Street	2,295	2,307	2,936	3,000	3,200
10	714	34044	00729	Water - Brown Building	1,309	1,012	1,381	1,500	1,750
10	714	40027	00000	Safety Equipment	2,122	2,050	3,625	3,500	3,750
10	714	40031	00000	Small Equipment	8,195	10,527	8,343	10,000	12,000
10	714	40032	00000	Operational	30,161	28,722	33,368	32,000	35,000
10	714	40045	00000	IT Replacement Eq/Software		1,300	-	-	-
10	714	40065	00000	Uniforms/Clothing	3,777	9,186	4,039	6,000	7,500
10	714	80714	00000	Vehicle Maintenance	4,331	9,446	6,204	7,500	7,500
10	714	81714	00000	Gasoline	11,558	11,959	22,966	18,000	20,000
Expenditure Total					524,122	793,902	485,825	517,600	544,500
Department Total					1,352,242	1,635,811	1,326,458	1,460,350	1,472,882
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					206,732	153,799	96,975	135,982	139,314
Cost in Tax Dollars					1,145,510	1,482,012	1,229,483	1,324,368	1,333,568
Estimated Millage					2.10	2.64	2.10	2.26	2.21
Percentage of General Fund Budget					2.76%	2.99%	2.22%	2.45%	2.41%
Total Full Time Employees					15	15	15	15	15

**Oconee County, South Carolina
Finance Department (708)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	708	10110	00000	Salary and Wages	286,650	328,534	336,611	339,493	381,649
10	708	10710	00000	Overtime	425	956	1,369	1,000	2,000
10	708	20013	00000	Social Security	20,415	23,454	24,403	26,048	29,349
10	708	20014	00000	Retirement	41,643	50,017	52,311	59,619	67,024
10	708	20015	00000	Workers Compensation	952	1,370	1,411	1,364	1,534
10	708	20016	00000	Health Insurance	52,230	63,973	54,834	54,834	54,834
10	708	20027	00000	Dental	2,143	3,850	3,300	3,300	3,300
10	708	20028	00000	Vision	188	700	600	600	600
Salary and Wage Totals					404,646	472,854	474,839	486,258	540,290
10	708	30018	00000	Travel	484	-	-	-	-
10	708	30024	00000	Equipment Maintenance	-	-	-	-	-
10	708	30025	00000	Professional	8,465	19,953	33,554	10,300	18,000
10	708	30056	00000	Data Processing	173,798	190,696	205,619	200,000	296,180
10	708	30059	00000	Copies	3,956	4,523	5,360	4,800	4,800
10	708	30068	00000	Advertising	-	-	-	-	-
10	708	30080	00000	Dues: Organizations	1,224	1,345	1,095	1,150	1,150
10	708	30084	00000	Staff Development	1,349	280	790	3,000	4,000
10	708	40031	00000	Small Equipment	2,004	714	6,508	1,800	3,800
10	708	40032	00000	Operational	7,172	5,408	6,456	6,000	1,500
10	708	40045	00000	IT Replacement Equipment/Software	4,001	-	3,452	2,000	2,000
10	708	40102	00000	Periodicals	50	-	-	-	-
10	708	80708	00000	Vehicle Maintenance	-	-	-	-	-
10	708	81708	00000	Gasoline	24	-	-	-	-
Expenditure Total					202,527	222,919	262,834	229,050	331,430
Department Total					607,173	695,773	737,673	715,308	871,720
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					92,825	65,417	53,930	66,606	82,453
Cost in Tax Dollars					514,348	630,356	683,743	648,702	789,267
Estimated Millage					0.94	1.12	1.17	1.11	1.31
Percentage of General Fund Budget					1.24%	1.27%	1.24%	1.20%	1.43%
Total Full Time Employees					6	6	6	6	7

**Oconee County, South Carolina
Fire/Emergency Services (107)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	107	10110	00000	Salary and Wages	1,324,581	1,358,981	1,444,408	1,821,721	1,939,570
10	107	10710	00000	Overtime	40,673	57,784	165,306	30,000	50,000
10	107	20013	00000	Social Security	101,602	103,977	117,145	139,780	152,202
10	107	20014	00000	Retirement	233,603	252,440	301,245	363,704	396,273
10	107	20015	00000	Workers Compensation	144,627	157,278	194,956	224,197	529,129
10	107	20016	00000	Health Insurance	250,248	319,865	319,865	383,838	383,838
10	107	20027	00000	Dental	15,898	19,250	19,250	23,100	23,100
10	107	20028	00000	Vision	1,864	3,500	3,500	4,200	4,200
Salary and Wage Totals					2,113,096	2,273,075	2,565,675	2,990,540	3,478,312
10	107	30018	00000	Travel	-	-	-	-	-
10	107	30024	00000	Equipment Maintenance	17,499	13,545	18,249	16,000	18,000
10	107	30025	00000	Professional	1,036	8,149	3,888	5,000	5,000
10	107	30041	00000	Telecommunications	4,096	4,572	4,442	5,500	6,500
10	107	30056	00000	Data Processing	28,564	25,231	29,294	35,000	35,000
10	107	30059	00000	Copier Click Charges	3,583	3,548	5,506	4,600	4,650
10	107	30062	00000	Medical - Physicals for Volunteers and Medical Supplies	80,476	84,402	81,712	90,000	95,000
10	107	30080	00000	Dues: Organizations	1,797	2,407	2,498	3,500	3,500
10	107	30084	00000	Staff Development	15,910	39,144	47,984	60,000	70,000
10	107	30090	00000	Commission Honoraria	1,100	900	900	1,200	1,200
10	107	30810	90910	Maint Rep Watershed Local USDA	-	328,103	-	-	-
10	107	33022	00000	Buildings/Grounds Maintenance	13,165	20,485	18,373	23,000	25,000
10	107	34042	00140	Fuel Oil Oakway	-	-	120	-	-
10	107	34043	00000	Electricity	8,928	10,207	9,427	9,200	9,000
10	107	34044	00000	Water/Sewer/Garbage	923	880	990	1,000	1,200
10	107	40027	00193	Safety Equipment - FEMA	-	654	7,194	-	-
10	107	40031	00000	Small Equipment	42,306	88,943	102,968	25,000	30,000
10	107	40031	00000	Small Equipment New Hires	-	-	6,222	12,000	40,000
				Small Equipment New Hire Turn Out Gear	-	-	-	-	30,000
10	107	40031	00000	Small Equipment - Turn Out	-	-	-	26,000	18,000
10	107	40031	00193	Small Equipment - FEMA	-	8,889	-	-	-
10	107	40031	02019	Small Equipment - 2019	-	39,877	35,957	-	-
10	107	40031	91166	Small Equipm - FY2020 AFG	-	-	251,760	-	-
10	107	40031	00000	Small Equipment - BountyLand	-	-	-	32,520	4,250
				Small Equipment-Wells Highway	-	-	-	-	25,000
10	107	40032	00000	Operational	20,097	27,930	26,216	28,000	32,000
10	107	40032	00000	Operational BountyLand	-	-	-	2,354	-
10	107	40032	XXXXX	Operational-Wells Highway	-	-	-	-	3,200
10	107	40033	00000	Postage	242	17	-	200	200
10	107	40034	00000	Food	5,241	7,526	7,255	8,000	8,000
10	107	40045	00000	It Replacement Equipment/Software	5,089	5,055	2,845	4,000	8,000
10	107	40065	00000	Uniforms/Clothing	17,876	15,998	29,792	35,000	38,100
				Uniforms/Clothing New Hire Positions	-	-	-	-	10,000
				SCBAs Lease Payment	-	-	-	153,000	288,692
10	107	80107	00000	Vehicle Maintenance	121,240	158,271	183,553	165,000	175,000
10	107	81107	00000	Gasoline	43,914	49,255	88,306	60,000	65,000
10	107	82107	00000	Diesel	7,925	5,047	6,857	8,000	10,000
				Oconee Fire/Medical Contribution	1,585,000	1,735,000	1,735,000	1,735,000	3,135,000
				LEPC Budget	-	-	-	-	4,000
10	107	99999	00000	Miscellaneous Grant Match	9,918	1,522	8,445	10,000	12,000
Expenditure Total					2,035,925	2,685,557	2,715,753	2,558,074	4,210,492
Department Total					4,149,021	4,958,632	5,281,428	5,548,614	7,688,804

**Oconee County, South Carolina
Fire/Emergency Services (107)
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Direct Revenue						
	Departmental Total Direct Revenue	-	-	-	-	-
	Other Revenue	634,307	466,211	386,117	516,664	727,255
	Cost in Tax Dollars	3,514,714	4,492,420	4,895,311	5,031,950	6,961,549
	Estimated Millage	6.44	8.00	8.35	8.58	11.55
	Percentage of General Fund Budget	8.48%	9.05%	8.85%	9.30%	12.61%
	Total Full Time Employees	36	36	39	42	52

**Oconee County, South Carolina
Health Department (403)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	403	30041	00000	Telecommunications	1,548	1,586	1,570	1,500	1,500
10	403	30062	00000	Medical	5,351	289	945	5,500	5,500
10	403	33022	00000	Building/Grounds Maintenance	3,363	3,861	47,932	3,000	3,000
10	403	34043	00000	Electricity	13,700	12,891	13,116	13,500	13,500
10	403	34044	00000	Water/Sewer/Garbage	1,879	2,475	3,170	1,500	2,000
10	403	40031	00000	Small Equipment	-	-	-	800	-
10	403	40032	00000	Operational	648	745	1,964	3,000	3,200
10	403	40033	00000	Postage	254	322	332	350	-
Expenditure Total					26,743	22,169	69,029	29,150	28,700
Department Total					26,743	22,169	69,029	29,150	28,700
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					-	-	-	-	-
Cost in Tax Dollars					26,743	22,169	69,029	29,150	28,700
Estimated Millage					0.05	0.04	0.12	0.05	0.05
Percentage of General Fund Budget					0.05%	0.04%	0.12%	0.05%	0.05%
Total Full Time Employees					-	-	-	-	-

**Oconee County, South Carolina
Health and Human Services (705)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
				Charity Medical:					
10	705	60083	00000	Rosa Clark Medical Clinic	80,000	80,000	80,000	80,000	80,000
10	705	60583	00000	Medically Indigent Assistance	153,970	153,752	153,967	153,967	153,967
10	705	95100	20239	Helping Hands (Contract)	35,000	-	-	-	-
Charity Medical Expenditure Total					268,970	233,752	233,967	233,967	233,967
				Direct Aid					
10	705	95100	02041	CAT Bus System	60,000	60,000	60,000	60,000	60,000
10	705	95100	20205	OC Board of Disabilities and Special Needs	75,000	75,000	75,000	75,000	75,000
10	705	95100	20206	Anderson, Oconee, and Pickens Mental Health	60,000	60,000	60,000	60,000	60,000
10	705	95100	20216	Senior Solutions/Lake View Assisted	92,900	92,900	-	92,900	92,900
10	705	95100	00000	Oconee Support	157,932	126,132	246,122	215,000	175,000
Direct Aid Expenditure Total					445,832	414,032	441,122	502,900	462,900
Department Total					714,802	647,784	675,089	736,867	696,867
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					109,280	60,905	49,355	68,614	65,914
Cost in Tax Dollars					605,522	586,879	625,734	668,253	630,953
Estimated Millage					1.11	1.05	1.07	1.14	1.05
Percentage of General Fund Budget					1.46%	1.18%	1.13%	1.23%	1.14%
Total Full Time Employees					-	-	-	-	-

**Oconee County, South Carolina
High Falls Park (203)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	203	10110	00000	Salary and Wages	182,166	184,254	191,669	202,853	239,887
10	203	10710	00000	Overtime	7,186	8,987	11,578	8,500	8,500
10	203	20013	00000	Social Security	13,898	14,096	14,428	16,245	19,002
10	203	20014	00000	Retirement	27,731	30,143	33,468	37,173	43,617
10	203	20015	00000	Workers Compensation	8,027	9,219	11,172	10,482	10,159
10	203	20016	00000	Health Insurance	44,161	45,695	45,695	45,695	45,695
10	203	20027	00000	Dental	721	2,500	2,750	2,750	2,750
10	203	20028	00000	Vision	48	500	500	500	500
Salary and Wage Totals					283,938	295,394	311,260	324,198	370,110
10	203	30024	00000	Equipment Maintenance	192	691	76	700	700
10	203	30025	00000	Professional	51,967	53,837	65,961	50,098	50,098
10	203	30037	00000	Equipment Rental	2,990	3,698	-	-	-
10	203	30041	00000	Telecommunication (Lake Hartwell Ranger)	-	-	-	600	600
10	203	30059	00000	Copier Click Charges	445	298	595	500	500
10	203	33022	00000	Building/Grounds Maintenance	16,828	17,773	15,888	-	-
10	203	34042	00000	Gas and Fuel Oil	2,093	5,081	6,502	4,150	5,500
10	203	34043	00000	Electricity	28,636	42,345	37,323	33,000	36,000
10	203	34044	00000	Water/Sewer/Garbage	2,888	2,854	6,662	5,000	5,000
10	203	40027	00000	Safety Equipment (swim area)	-	672	696	1,000	1,000
10	203	40031	00000	Small Equipment	3,410	1,891	4,217	2,000	2,000
10	203	40032	00000	Operational	12,915	18,842	19,296	14,000	20,000
10	203	40034	00000	Food	122	56	45	200	200
10	203	40045	00000	IT Replacement/Software	-	-	863	500	1,000
10	203	40065	00000	Uniforms/Clothing	2,091	1,599	1,690	2,250	3,000
10	203	40832	00000	Concessions	5,453	7,294	20,125	10,000	20,000
10	203	60735	00000	General Gravel Use	11,263	752	482	5,000	5,000
Expenditure Total					141,293	157,683	180,421	128,998	150,598
Department Total					425,231	453,077	491,681	453,196	520,708
Direct Revenue									
10	80	805	00203	High Falls Park	131,234	220,987	220,798	225,000	250,000
10	80	805	62051	Fairplay Recreation Area	5,150	3,787	3,092	3,500	-
10	80	805	62052	Lawrence Bridge Recreation Area	4,463	3,505	2,512	3,500	-
10	80	805	62053	Mullins Ford	273	445	336	500	-
10	80	805	62054	Choestoea Landing	1,062	1,721	962	1,600	-
10	80	805	62055	Port Bass Landing	10	-	-	-	-
10	80	805	62056	Seneca Creek Landing	3,220	2,543	1,095	2,500	-
10	80	805	62057	South union Landing	901	487	333	500	-
Departmental Total Direct Revenue					131,234	220,987	220,798	225,000	250,000
Other Revenue					65,010	42,598	35,946	42,200	49,252
Cost in Tax Dollars					228,987	189,492	234,937	185,996	221,456
Estimated Millage					0.42	0.34	0.40	0.32	0.37
Percentage of General Fund Budget					0.87%	0.83%	0.82%	0.76%	0.85%
Total Full Time Employees					5	5	5	5	5

**Oconee County, South Carolina
Human Resources (710)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	710	10110	00000	Salary and Wages	172,565	176,965	218,920	240,253	180,658
10	710	10710	00000	Overtime	175	-	76	500	500
10	710	20013	00000	Social Security	11,928	12,321	15,400	18,456	13,859
10	710	20014	00000	Retirement	25,166	27,425	35,508	42,364	31,811
10	710	20015	00000	Workers Compensation	1,702	1,987	3,557	1,586	562
10	710	20016	00000	Health Insurance	29,291	27,417	27,417	36,556	27,417
10	710	20027	00000	Dental	287	1,650	1,650	2,200	1,650
10	710	20028	00000	Vision	22	300	300	400	300
Salary and Wage Totals					241,136	248,065	302,828	342,315	256,757
10	710	30018	00000	Travel	553	-	-	200	100
10	710	30025	00000	Professional	2,969	6,935	6,633	4,000	16,000
10	710	30041	00000	Telecommunications	360	-	-	-	-
10	710	30056	00000	Data Processing	-	-	-	-	-
10	710	30059	00000	Copies	1,291	1,219	1,713	2,500	2,500
10	710	30062	00000	Medical	60,248	66,372	101,233	60,000	65,000
10	710	30080	00000	Dues: Organizations	259	538	937	460	600
10	710	30084	00000	Staff Development	1,453	1,840	3,242	3,000	4,000
10	710	40027	00000	Safety Equipment	2,556	3,355	3,576	3,500	-
10	710	40031	00000	Small Equipment	3,184	3,033	-	1,250	1,250
10	710	40032	00000	Operational	1,679	2,672	7,598	3,500	3,500
10	710	40034	00000	Food	7	-	-	200	200
10	710	40045	00000	IT Replacement Equipment/Software	2,395	-	1,220	1,500	1,500
10	710	40102	00000	Periodicals	1,101	935	-	1,392	1,392
10	710	80747	00000	Vehicle Maintenance	157	-	-	-	-
10	710	81747	00000	Gasoline	54	91	-	-	-
Expenditure Total					78,266	86,990	126,152	81,502	96,042
Department Total					319,402	335,055	428,980	423,817	352,799
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					48,831	31,502	31,362	39,464	33,370
Cost in Tax Dollars					270,572	303,553	397,618	384,353	319,429
Estimated Millage					0.50	0.54	0.68	0.66	0.53
Percentage of General Fund Budget					0.65%	0.61%	0.72%	0.71%	0.58%
Total Full Time Employees					3	3	3	4	3

**Oconee County, South Carolina
Information Technology (711)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	711	10110	00000	Salary and Wages	293,166	339,235	398,950	421,125	430,678
10	711	20013	00000	Social Security	21,206	24,611	29,335	32,217	32,947
10	711	20014	00000	Retirement	42,357	52,215	65,688	73,850	75,627
10	711	20015	00000	Workers Compensation	2,501	3,017	5,575	3,386	3,066
10	711	20016	00000	Health Insurance	46,629	54,834	63,973	63,973	54,834
10	711	20027	00000	Dental	619	3,300	3,850	3,850	3,300
10	711	20028	00000	Vision	14	600	700	700	600
Salary and Wage Totals					406,492	477,812	568,071	599,101	601,052
10	711	30024	00000	Equipment Maintenance	76,966	52,522	79,020	124,000	150,000
10	711	30024	00073	Equipment Maintenance - GIS	50,000	50,000	55,000	59,000	59,000
10	711	30025	00000	Professional	32,706	17,151	7,547	20,000	20,000
10	711	30025	00073	Professional - GIS	6,000	11,073	14,573	10,000	17,000
10	711	30025	00371	Professional-Website	24,000	24,000	24,000	24,000	24,000
10	711	30037	00000	Equipment - Leased/Rented	40,630	40,630	40,630	78,000	78,000
10	711	30041	00000	Telecommunications	139,683	147,482	144,550	148,000	148,000
10	711	30056	00000	Data Processing	88,878	41,474	58,706	65,000	75,000
10	711	30059	00000	Copier Click Charges	344	250	345	300	400
10	711	30084	00000	Staff Development	-	-	750	2,500	2,500
10	711	40031	00000	Small Equipment	9,342	31,108	9,705	10,000	12,500
10	711	40031	00073	Small Equipment - GIS	-	-	-	1,500	1,500
10	711	40032	00000	Operational	2,434	3,968	2,943	4,000	4,500
10	711	40045	00000	IT Replacement EQ/Software (All Dept)	27,549	7,071	44,977	60,000	60,000
10	711	80711	00000	Vehicle Maintenance	508	414	1,740	2,000	2,000
10	711	81711	00000	Gasoline	2,129	2,032	3,987	4,000	4,000
Expenditure Total					501,169	429,175	488,473	612,300	658,400
Department Total					907,661	906,987	1,056,544	1,211,401	1,259,452
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					138,764	85,275	77,242	112,801	119,127
Cost in Tax Dollars					768,897	821,712	979,302	1,098,600	1,140,325
Estimated Millage					1.41	1.46	1.67	1.87	1.89
Percentage of General Fund Budget					1.85%	1.66%	1.77%	2.03%	2.06%
Total Full Time Employees					5	5	6	6	6

**Oconee County, South Carolina
Legislative Delegation (706)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	706	10110	00000	Salary and Wages	55,912	56,559	54,575	62,217	58,695
10	706	20013	00000	Social Security	4,207	4,275	4,366	4,759	4,490
10	706	20014	00000	Retirement	8,155	8,759	9,505	10,925	10,307
10	706	20015	00000	Workers Compensation	1,383	1,619	1,734	217	182
10	706	20016	00000	Health Insurance	11,341	9,139	9,139	9,139	9,139
10	706	20027	00000	Dental	39	500	550	550	550
10	706	20028	00000	Vision	16	100	100	100	100
Salary and Wage Totals					81,053	80,951	79,969	87,907	83,463
10	706	30018	00000	Travel	509	-		800	800
10	706	30059	00000	Copier Click Charges	1,081	990	928	750	750
10	706	30071	00000	Rent	11,400	11,400	11,400	11,400	11,400
10	706	40031	00000	Small Equipment	-	-		500	500
10	706	40032	00000	Operational	496	1,564	362	1,500	1,000
10	706	40033	00000	Postage	38	-		100	-
Expenditure Total					13,524	13,954	12,690	15,050	14,450
Department Total					94,577	94,905	92,659	102,957	97,913
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					14,459	8,923	6,774	9,587	9,261
Cost in Tax Dollars					80,118	85,982	85,885	93,370	88,652
Estimated Millage					0.03	0.03	0.02	0.03	0.02
Percentage of General Fund Budget					0.19%	0.17%	0.16%	0.17%	0.16%
Total Full Time Employees					1	1	1	1	1

**Oconee County, South Carolina
Library (206)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	206	10110	00000	Salary and Wages	665,933	673,847	668,830	786,981	740,811
10	206	10710	00000	Overtime	121	-	174	-	-
10	206	20013	00000	Social Security	48,525	48,941	48,503	60,204	56,672
10	206	20014	00000	Retirement	97,321	104,386	110,043	138,194	130,086
10	206	20015	00000	Workers Compensation	7,794	9,054	9,061	4,202	2,297
10	206	20016	00000	Health Insurance	189,663	173,641	173,641	173,641	173,641
10	206	20027	00000	Dental	4,441	10,450	10,450	10,450	10,450
10	206	20028	00000	Vision	201	1,900	1,900	1,900	1,900
Salary and Wage Totals					1,013,999	1,022,219	1,022,602	1,175,572	1,115,857
10	206	30024	00000	Equipment Maintenance	2,470	2,500	1,255	2,500	2,703
10	206	30025	00000	Professional	110,058	111,624	144,648	140,000	140,000
10	206	30041	00000	Telecommunications	912	912	1,147	1,000	1,000
10	206	30056	00000	Data Processing	26,216	27,716	28,289	28,817	29,477
10	206	30059	00000	Copier Click Charges	6,257	6,089	7,569	8,500	8,500
10	206	30068	00000	Advertising	-	-	-	-	-
10	206	30080	00000	Dues: Organizations	750	729	750	750	750
10	206	30084	00000	Staff Development	3,282	-	1,014	3,000	3,000
10	206	30090	00000	Commission Honoraria	900	900	900	900	900
10	206	33022	00207	Building/Grounds Maintenance -Walhalla	6,467	3,677	9,742	5,500	5,500
10	206	33022	00208	Building/Grounds Maintenance - Seneca	3,294	2,554	2,858	3,500	3,500
10	206	33022	00209	Building/Grounds Maintenance - Westminster	3,184	2,034	3,931	2,500	2,500
10	206	33022	00210	Building/Grounds Maintenance - Salem	2,121	4,235	2,585	2,020	2,020
10	206	34043	00207	Electricity - Walhalla	23,932	21,713	17,239	25,000	25,000
10	206	34043	00208	Electricity - Seneca	14,342	12,819	11,032	16,000	16,000
10	206	34043	00209	Electricity - Westminster	14,346	13,274	10,554	15,500	15,500
10	206	34043	00210	Electricity - Salem	5,000	5,000	5,000	5,000	5,000
10	206	34044	00207	Water/Sewer/Garbage - Walhalla	1,647	1,545	1,979	1,700	1,700
10	206	34044	00208	Water/Sewer/Garbage - Seneca	917	952	1,607	1,200	1,200
10	206	34044	00209	Water/Sewer/Garbage - Westminster	614	919	969	1,200	1,200
10	206	40031	00000	Small Equipment	2,894	5,300	5,453	2,800	2,800
10	206	40032	00000	Operational	8,943	11,207	6,652	8,000	8,000
10	206	40033	00000	Postage	347	667	33	500	500
10	206	40034	00000	Food	155	500	395	500	500
10	206	40045	00000	IT Replacement/Software	-	-	3,209	-	-
10	206	40101	00000	Books	85,573	85,732	92,456	85,000	85,000
10	206	40102	00000	Periodicals	22,200	22,197	22,200	22,200	22,500
10	206	40103	00000	Audio Visual	11,299	11,206	11,293	11,300	11,300
10	206	80206	00000	Vehicle Maintenance	886	1,988	2,718	1,500	1,500
10	206	81206	00000	Gasoline	2,091	2,315	3,957	3,000	4,000
10	206	82206	00000	Diesel	1,474	860	2,378	2,000	3,000
Expenditure Total					362,571	361,164	403,812	401,387	404,550
Department Total					1,376,570	1,383,383	1,426,414	1,576,959	1,520,407

**Oconee County, South Carolina
Library (206)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Direct Revenue									
10	80	805	11000	Library Fines and Fees	18,776	11,610	13,262	15,000	15,000
Departmental Total Direct Revenue					18,776	11,610	13,262	15,000	15,000
Other Revenue					210,451	130,066	104,283	146,840	143,810
Cost in Tax Dollars					1,147,343	1,241,707	1,308,869	1,415,119	1,361,597
Estimated Millage					2.10	2.21	2.23	2.41	2.26
Percentage of General Fund Budget					2.81%	2.52%	2.39%	2.64%	2.49%
Total Full Time Employees					19	19	19	19	19

Description				FY 2020 Actual	FY 2021 Actual	FY 2022 Approved 6/22/2021	FY 2023 Administrator Recommended	FY 2023 Administrator Recommended
Maintenance of Effort				1,376,570	1,383,383	1,426,414	1,576,959	1,520,407
						49,844	200,389	137,024
No one time capital is to be included in totals.								

**Oconee County, South Carolina
Magistrate (509)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	509	10110	00000	Salary and Wages	496,130	523,121	535,867	627,809	568,724
10	509	10710	00000	Overtime	257	577	1,962	500	3,000
10	509	20013	00000	Social Security	37,339	38,161	39,622	42,941	43,737
10	509	20014	00000	Retirement	83,010	88,854	96,976	105,885	108,755
10	509	20015	00000	Workers Compensation	3,753	3,934	8,619	9,794	9,384
10	509	20016	00000	Health Insurance	93,649	82,252	82,251	82,251	82,251
10	509	20027	00000	Dental	860	4,950	4,950	4,950	4,950
10	509	20028	00000	Vision	67	900	900	900	900
Salary and Wage Totals					715,065	742,749	771,147	875,030	821,701
10	509	30018	00000	Travel	346	-	4	400	400
10	509	30026	00000	Court Expenditures	5,784	2,280	8,470	15,000	15,000
10	509	30041	00000	Telecommunications	342	-	106	500	500
10	509	30056	00000	Data Processing	25,000	25,000	25,000	25,000	25,000
10	509	30059	00000	Copier Click Charges	3,952	4,167	5,829	5,500	5,500
10	509	30071	00000	Rent	23,760	23,760	1,482	23,760	23,760
10	509	30080	00000	Dues: Organizations	585	325	785	600	600
10	509	30084	00000	Staff Development	3,406	-	3,444	3,000	6,000
10	509	33022	00000	Building/Grounds Maintenance	1,780	1,462	1,310	10,000	10,000
10	509	34042	00000	Gas and Fuel Oil - Walhalla	559	540	858	1,000	1,150
10	509	34043	00000	Electricity	8,800	8,822	10,408	12,000	12,000
10	509	34044	00000	Water/Sewer/Garbage - Seneca	662	973	721	1,000	1,000
10	509	40031	00000	Small Equipment	915	-	2,312	2,500	2,500
10	509	40032	00000	Operational	3,839	4,505	7,183	5,500	5,500
10	509	40034	00000	Food	17	139	106	500	500
10	509	40045	00000	IT Replacement Equipment/Software	3,104	99	3,828	5,000	5,000
10	509	50850	00034	Capitl Building Westminster Mag	-	-	431,221		
10	509	80509	00000	Vehicle Maintenance	445	17	669	1,500	1,500
10	509	81509	00000	Gasoline	710	668	1,639	2,000	2,000
Expenditure Total					84,005	72,757	505,375	114,760	117,910
Department Total					799,070	815,506	1,276,522	989,790	939,611
Direct Revenue									
10	80	805	16001	Magistrate Fines	227,101	239,193	255,207	220,000	244,313
10	80	805	16002	Magistrate Court Fees	1,420	1,371	2,729	-	2,500
10	80	805	16003	Magistrate Civil Paper Fees	92,008	85,401	84,196	85,000	85,000
10	80	805	16004	25% Boating Fines Retained	689	1,049	1,192	1,100	1,200
10	80	805	16016	Liter Fines (90% GF)	2,630	1,004	559	1,500	1,000
10	80	805	16030	Magistrate Collection Cost	2,451	2,631	2,660	2,500	2,500
Departmental Total Direct Revenue					227,101	239,193	255,207	220,000	244,313
Other Revenue					122,163	76,674	93,325	92,165	88,874
Cost in Tax Dollars					449,807	499,639	927,990	677,625	606,424
Estimated Millage					0.82	0.89	1.58	1.16	1.01
Percentage of General Fund Budget					1.63%	1.49%	2.14%	1.66%	1.54%
Total Full Time Employees					9	9	9	9	10

**Oconee County, South Carolina
Non-Departmental (709)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	709	20013	00000	Misc Social Security	922	-	-	-	-
10	709	20014	00000	Retirement Reimb	(372,676)	-	-	-	-
10	709	20015	00000	Workers Compensation	-	(169,871)	-	-	-
10	709	20016	00000	Health Insurance - Overage	-	1,239,293	2,512,552	-	-
10	709	20029	00000	Retiree Health Stipend	179,230	176,521	190,890	150,000	200,000
10	709	20032	00000	Pcori Fee	2,720	2,846	3,055	-	4,000
10	709	30025	00000	Professional	-	-	150,015	-	-
10	709	30025	00025	Professional Quarterly Shred	-	-	-	5,000	-
10	709	30037	00000	Mail Machine	4,594	4,594	339	5,000	5,000
10	709	30041	00000	Telecommunications	142,679	154,224	143,094	150,000	145,000
10	709	30066	00000	P & L Insurance	951,863	1,164,487	1,109,544	1,200,000	1,150,000
10	709	30068	00000	Advertising	250,208	243,140	214,133	225,000	220,000
10	709	30780	00000	Unemployment	7,957	13,101	-	15,000	10,000
10	709	40032	00019	Community Safety	-	65,549	20,907	100,000	66,000
10	709	40031	00000	Non Capital Equipment	500	1,587	143	-	-
10	709	40032	00000	Operational	14	469	327	-	-
10	709	40033	00000	Postage	61,664	51,356	81,138	60,000	80,000
10	709	30025	00017	Health Clinic at Pine Street	35,577	17,193	-	25,000	20,000
10	709	50840	00106	Pine Street Security Implementation	-	-	-	-	-
10	709	50860	00000	Capital Land	-	-	96,911	-	-
10	709	50860	00094	Capital Land-Bountyland Substation	-	-	100,915	-	-
10	709	XXXXX	00190	Covid 19	134,773	247,862	19,043	-	-
10	709	XXXXX	00191	Tornado	90,415	77,634	-	-	-
10	709	XXXXX	00192	Flood Event	47,905	109,473	8,800	-	-
					1,538,345	3,399,458	4,651,806	1,935,000	1,900,000

Debt Service									
10	709	55100	02015	2015 Lease-Principal Payoff 10/01/2020 \$4,200,000 Last Payment FY 20/21 10/01/2020 \$866,278.65	870,995	848,088	-	-	-
10	709	55200	02015	2015 Lease-Interest Payoff 10/01/2020 \$4,200,000	21,123	19,519	-	-	-
10	709	55100	02018	Principal Payment - 2018 BB&T Capital Lease Last Payment FY 23/24 06/01/2024 \$365,000	57,968	59,765	61,618	63,528	65,497
10	709	55200	02018	Interest Payment - 2018 BB&T Capital Lease Purchase	-	7,763	5,910	4,000	2,030
10	709	55300	02018	Issuance Cost - 2018 Capital Lease Purchase	-	-	-	-	-
10	709	55100	02019	2019 Lease - Principal BB&T Payoff 11/22/2024 2.2M	-	422,833	431,247	439,829	448,582
10	709	55200	02019	2019 Lease - Interest BB&T	9,560	43,780	35,366	26,784	18,031
10	709	55300	02019	Issuance Cost - 2019 Capital Lease Purchase	23,000.00	-	-	-	-
10	709	55100	02020	2020 Lease - Principal JCI - TD Equip Finance - Pay off 01/01/2036	-	-	157,357	158,572	165,248
10	709	55200	02020	2020 Lease - Interest - TD Equip Finance	-	-	47,044	49,861	47,338
10	709	55300	02020	2020 Lease - Issuance Cost GASB Lease Principal	-	-	147,754	-	-
Expenditure Total					982,646	1,401,748	886,296	742,574	746,726
Department Total					2,520,991	4,801,206	5,538,102	2,677,574	2,646,726

**Oconee County, South Carolina
Non-Departmental (709)
2023-2024 Budget**

Direct Revenue					
Departmental Total Direct Revenue	-	-	-	-	-
Other Revenue	385,412	451,410	404,882	249,325	250,344
Cost in Tax Dollars	2,135,579	4,349,796	5,133,220	2,428,249	2,396,382
Estimated Millage	3.91	7.75	8.75	4.14	3.97
Percentage of General Fund Budget	5.15%	8.76%	9.28%	4.49%	4.34%
Total Full Time Employees	-	-	-	-	-

**Oconee County, South Carolina
Parks, Recreation, and Tourism (202)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10 202 10110 00000	Salary and Wages	165,634	163,803	171,860	391,670	321,670			
10 202 10710 00000	Overtime	634	161	43	-	-			
10 202 20013 00000	Social Security	11,524	11,454	12,038	29,963	24,608			
10 202 20014 00000	Retirement	23,078	25,382	28,462	68,638	56,485			
10 202 20015 00000	Workers Compensation	7,591	8,899	10,450	7,485	6,679			
10 202 20016 00000	Health Insurance	32,577	45,695	45,695	63,973	45,695			
10 202 20027 00000	Dental	478	2,750	2,750	3,850	2,750			
10 202 20028 00000	Vision	53	500	500	700	500			
Salary and Wage Totals		241,569	258,644	271,798	566,279	458,387			
10 202 30059 00000	Copier Click Charges	1,406	787	1,253	1,500	1,500			
10 202 30068 00000	Advertising	159	-	-	-	-			
10 202 30080 00000	Dues: Organizations	1,096	1,255	1,361	1,175	1,175			
10 202 30084 00000	Staff Development	6,901	3,723	8,776	7,000	7,000			
10 202 30090 00000	Commission Honoraria	700	700	700	700	700			
10 202 30901 00000	Recreation - District 1	30,000	30,000	30,000	50,000	50,000			
10 202 30902 00000	Recreation - District 2	30,000	30,000	30,000	50,000	50,000			
10 202 30903 00000	Recreation - District 3	30,000	30,000	30,000	50,000	50,000			
10 202 30904 00000	Recreation - District 4	30,000	30,000	30,000	50,000	50,000			
10 202 30905 00000	Recreation - District 5	30,000	30,000	30,000	50,000	50,000			
10 202 34043 62051	Electricity - Fairplay Rec Area	1,096	968	959	1,400	1,400			
10 202 34043 62052	Electricity - Lawrence Br. Rec Area	662	604	746	1,000	1,000			
10 202 34043 62053	Electricity - Mullins Ford Landing	1,443	1,374	1,369	1,500	1,500			
10 202 34043 62058	Electricity-Friendship Rec Area	-	272	2,677	1,400	1,400			
10 202 34044 62051	Water/Sewer - Fairplay Rec Area	740	615	457	600	600			
10 202 34044 62052	Water/Sewer-Lawrence Bridge Rec	321	339	365	600	600			
10 202 34044 62058	Water/Sewer-Friendship Rec Area	-	184	451	600	600			
10 202 34044 62060	Creek	-	-	-	-	600			
10 202 40027 00000	Safety Equipment	3,420	2,533	4,533	3,050	3,500			
10 202 40031 00000	Small Equipment	477	1,000	454	1,000	1,000			
10 202 40032 00000	Operational	1,127	2,263	1,676	3,500	3,500			
10 202 40034 00000	Food	198	61	194	200	200			
10 202 40065 00000	Uniforms/Clothing	254	242	360	400	400			
10 202 40102 00000	Magazines/Newspapers	-	-	-	-	-			
10 202 60735 00000	General Gravel Use	2,269	224	3,226	4,000	4,000			
10 202 80202 00000	Vehicle Maintenance	20,728	17,189	18,056	13,000	20,000			
10 202 81202 00000	Gasoline	14,283	15,660	24,930	20,000	20,000			
10 202 82202 00000	Diesel	841	393	1,010	1,100	1,100			
10 202 95100 20221	Visit Oconee	85,000	85,000	85,000	75,000	75,000			
10 202 95100 20223	Foothills YMCA	2,500	2,500	2,500	2,500	2,500			
10 202 95100 20228	Oconee Heritage Center Museum	35,000	35,000	35,000	5,000	5,000			
10 202 95100 20234	Arts and Historical	4,143	6,000	3,000	7,500	5,000			
10 202 99999 00000	Miscellaneous Grant Match	-	-	-	-	-			
Expenditure Total		334,764	328,886	349,053	403,725	409,275			
Department Total		576,333	587,530	620,851	970,004	867,662			

**Oconee County, South Carolina
Parks, Recreation, and Tourism (202)
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Direct Revenue						
Departmental Total Direct Revenue		-	-	-	-	-
Other Revenue		88,110	55,240	45,389	90,323	82,069
Cost in Tax Dollars		488,223	532,290	575,462	879,681	785,593
Estimated Millage		0.89	0.95	0.98	1.50	1.30
Percentage of General Fund Budget		1.18%	1.07%	1.04%	1.63%	1.42%
Total Full Time Employees		5	5	5	5	5

**Oconee County, South Carolina
Planning Department (712)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	712	10110	00000	Salary and Wages	161,895	144,675	176,748	214,786	249,983
10	712	10710	00000	Overtime	306	54	44	-	
10	712	20013	00000	Social Security	11,712	10,693	12,950	16,431	19,124
10	712	20014	00000	Retirement	23,642	22,698	28,349	37,946	43,897
10	712	20015	00000	Workers Compensation	3,886	3,192	5,810	6,303	6,875
10	712	20016	00000	Health Insurance	32,477	36,556	36,556	36,556	45,695
10	712	20027	00000	Dental	933	2,200	2,200	2,200	2,750
10	712	20028	00000	Vision	83	400	400	400	500
Salary and Wage Totals					234,934	220,468	263,057	314,622	368,824
10	712	30025	00000	Professional	37,087	1,775	14,542	100,000	50,000
10	712	30056	00000	Data Processing	1,625	-	1,212	3,000	-
10	712	30059	00000	Copies	2,318	959	1,029	1,200	1,300
10	712	30080	00000	Dues: Organizations	838	366	326	1,000	1,000
10	712	30084	00000	Staff Development	912	99	4,279	5,000	6,000
10	712	30090	00000	Commission Honoraria	4,600	3,425	3,375	5,000	4,000
10	712	40027	00000	Safety Equipment	105	222	1,132	1,000	1,000
10	712	40031	00000	Non-Cap Equipment	650	318	10,896	1,500	4,000
10	712	40032	00000	Operational	2,069	868	2,408	3,500	3,000
10	712	40034	00000	Food	-	37	54	250	250
10	712	40045	00000	IT Replacement Equipment/Software	896	-	1,452	2,000	2,000
10	712	40065	00000	Clothing/Uniforms		528	323	500	500
10	712	80712	00000	Vehicle Maintenance	93	405	27,483	2,000	2,000
10	712	81712	00000	Gasoline	578	604	3,909	4,000	4,000
Expenditure Total					51,771	9,606	72,420	129,950	79,050
Department Total					286,705	230,074	335,477	444,572	447,874
Direct Revenue									
10	80	805	13724	Land Use Appeals - Planning	800	2,850	4,250	2,500	3,000
10	80	805	13753	Zoning Permit Fees	21,775	25,035	28,850	25,000	30,000
Departmental Total Direct Revenue					22,575	27,885	33,100	27,500	33,000
Other Revenue					43,832	21,632	24,526	41,397	42,363
Cost in Tax Dollars					220,298	180,557	277,851	375,675	372,511
Estimated Millage					0.40	0.32	0.47	0.64	0.62
Percentage of General Fund Budget					0.59%	0.42%	0.56%	0.74%	0.73%
Total Full Time Employees					4	4	4	4	5

**Oconee County, South Carolina
Probate Court (502)
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10 502 10110 00000	Salary and Wages	227,148	225,827	187,279	232,963	266,331
10 502 10710 00000	Overtime	1,105	-	90	-	500
10 502 20013 00000	Social Security	16,428	16,204	13,690	17,860	20,413
10 502 20014 00000	Retirement	33,984	36,830	31,930	40,997	46,856
10 502 20015 00000	Workers Compensation	2,493	2,799	3,098	2,805	3,043
10 502 20016 00000	Health Insurance	47,861	45,695	45,695	45,695	45,695
10 502 20027 00000	Dental	1,003	2,750	2,750	2,750	2,750
10 502 20028 00000	Vision	48	500	500	500	500
Salary and Wage Totals		330,070	330,605	285,032	343,570	386,088
10 502 30018 00000	travel					1,000
10 502 30024 00000	Equipment Maintenance	2,400	2,400	3,000	2,400	2,400
10 502 30025 00000	Professional	-	9,037	38,197	10,000	30,000
10 502 30026 00000	Court Expenditures	1,249	727	4,837	5,000	8,300
10 502 30041 00000	Telecommunications	450	-	-	400	400
10 502 30059 00000	Copier Click Charges	2,758	2,116	3,955	3,600	3,600
10 502 30080 00000	Dues: Organizations	680	275	382	800	1,605
10 502 30084 00000	Staff Development	2,826	1,638	3,047	3,300	6,000
10 502 40031 00000	Small Equipment	3,039	1,362	1,288	1,400	1,400
10 502 40032 00000	Operational	8,419	10,820	6,299	8,000	9,000
10 502 40034 00000	Food	69	505	40	100	600
10 502 40045 00000	IT Replacement Equipment/Software	1,348	-	1,909	1,500	1,500
10 502 80502 00000	Vehicle Maintenance Probate Judge	44	349	119	800	800
10 502 81502 00000	Gasoline Probate Court	451	311	211	800	2,860
Expenditure Total		23,733	29,540	63,284	38,100	69,465
Department Total		353,803	360,145	348,316	381,670	455,553
Direct Revenue						
10 080 00805 12301	Probate Judge Estates	143,921	179,141	197,607	150,000	175,000
10 080 00805 12302	Probate Judge Advertising	68,063	151,792	140,144	150,000	150,000
10 080 00805 12304	Probate Judge Marriage Licenses	7,318	10,813	9,085	10,000	12,500
10 080 00805 12305	Probate Judge Returns	310	350	360	100	350
10 080 00805 12306	Miscellaneous - Probate Judge	17,822	15,420	29,992	15,000	20,000
10 080 00805 12307	Probate Judge Marriage Certificates	5,700	5,283	6,417	5,500	6,000
10 080 00805 12308	Probate Judge Marriage Ceremony	5,060	3,550	4,292	3,500	4,000
10 080 00805 22300	Probate Judge Supplement	1,575	1,575	1,575	1,576	15,000
Departmental Total Direct Revenue		249,769	367,924	389,472	335,676	382,850
Other Revenue		54,090	33,861	25,465	35,540	43,089
Cost in Tax Dollars		49,944	(41,640)	(66,621)	10,454	29,614
Estimated Millage		0.09	-0.07	-0.11	0.02	0.05
Percentage of General Fund Budget		0.72%	0.66%	0.58%	0.64%	0.75%
Total Full Time Employees		5	5	5	5	6

**Oconee County, South Carolina
Procurement (713)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	713	10110	00000	Salary and Wages	99,057	104,918	113,783	153,203	157,401
10	713	10710	00000	Overtime	112	27	55	-	
10	713	20013	00000	Social Security	7,063	7,524	8,144	11,720	12,041
10	713	20014	00000	Retirement	14,450	16,197	18,709	26,902	27,640
10	713	20015	00000	Workers Compensation	318	372	471	536	488
10	713	20016	00000	Health Insurance	18,351	18,278	18,278	27,417	27,417
10	713	20027	00000	Dental	716	1,100	1,100	1,650	1,650
10	713	20028	00000	Vision	71	200	200	300	300
Salary and Wage Totals					140,138	148,616	160,740	221,728	226,937
10	713	30018	00000	Travel	439	-	236	500	500
10	713	30056	00000	Data Processing	550	11,075	12,384	12,500	15,501
10	713	30059	00000	Copier Click Charges	1,378	2,515	1,626	1,800	1,900
10	713	30068	00000	Advertising	-	-	-	-	
10	713	30080	00000	Dues: Organizations	1,737	1,737	1,737	1,800	1,950
10	713	30084	00000	Staff Development	1,885	1,083	2,143	4,500	4,500
10	713	40031	00000	Small Equipment	1,311	2,118	7,112	2,000	2,000
10	713	40032	00000	Operational	1,060	1,327	913	2,500	2,500
10	713	40034	00000	Food	-	-	-	-	
10	713	40045	00000	IT Replacement Equipment/Software	2,521	-	-	2,500	
10	713	40065	00000	Clothing/Uniforms	-	200	-	400	600
10	713	40102	00000	Subscription	-	150	150	150	175
Expenditure Total					10,881	20,205	26,301	28,650	29,626
Department Total					151,019	168,821	187,041	250,378	256,563
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					23,088	15,873	13,674	23,314	24,267
Cost in Tax Dollars					127,931	152,948	173,367	227,064	232,296
Estimated Millage					0.23	0.27	0.30	0.39	0.39
Percentage of General Fund Budget					0.31%	0.31%	0.31%	0.42%	0.42%
Total Full Time Employees					2	2	2	3	3

**Oconee County, South Carolina
Public Defender (510)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	510	95100	20204	Oconee County Public Defender	240,000	240,000	250,000	250,000	250,000
				Department Total	240,000	240,000	250,000	250,000	250,000
Direct Revenue									
Departmental Total Direct Revenue					-	-	-	-	-
Other Revenue					36,691	22,565	18,277	23,279	23,647
Cost in Tax Dollars					203,309	217,435	231,723	226,721	226,353
Estimated Millage					0.37	0.39	0.40	0.39	0.38
Percentage of General Fund Budget					0.49%	0.44%	0.42%	0.42%	0.41%
Total Full Time Employees					-	-	-	-	-

**Oconee County, South Carolina
Register of Deeds (735)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	735	10110	00000	Salary and Wages	160,420	162,635	173,968	184,306	179,073
010	735	10710	00000	Overtime	-	-	135	500	850
010	735	20013	00000	Social Security	11,081	11,350	12,225	14,164	13,764
010	735	20014	00000	Retirement	23,373	25,193	28,662	32,514	31,594
010	735	20015	00000	Workers Compensation	514	583	732	649	558
010	735	20016	00000	Health Insurance	38,468	36,556	36,556	36,556	36,556
010	735	20027	00000	Dental	382	2,200	2,200	2,200	2,200
010	735	20028	00000	Vision	30	400	400	400	400
Salary and Wage Totals					234,268	238,917	254,878	271,289	264,995
010	735	30024	00000	Equipment Maintenance	-	3,992	270	2,300	2,500
010	735	30037	00000	Equipment Rental	-	-	-	-	-
010	735	30056	00000	Data Processing	49,300	50,192	50,164	56,000	52,000
010	735	30059	00000	Copier Click Charges	2,000	1,720	1,898	3,000	4,500
010	735	30080	00000	Dues: Organizations	220	235	235	320	320
010	735	30084	00000	Staff Development	670	-	-	1,000	1,000
010	735	40031	00000	Small Equipment	-	1,253	18,003	2,000	1,500
010	735	40032	00000	Operational	3,694	5,400	2,776	6,000	7,000
010	735	40045	00000	IT Replacement EQ/Software	674	-	-	-	-
Expenditure Total					56,558	62,792	73,346	70,620	68,820
Department Total					290,826	301,709	328,224	341,909	333,815
Direct Revenue									
010	080	00805	14100	Register of Deeds	1,003,351	1,437,784	1,734,133	1,500,000	1,750,000
10	80	805	11902	3% State Document Fee	49,483	74,867	96,778	60,000	90,000
010	081	00810	21400	Register of Deeds Supplemental Salary	1,575	1,575	1,575	1,576	1,575
Departmental Total Direct Revenue					1,054,409	1,514,226	1,832,486	1,561,576	1,841,575
Other Revenue					44,462	28,367	23,996	31,837	31,574
Cost in Tax Dollars					(808,045)	(1,240,884)	(1,528,258)	(1,251,504)	(1,539,334)
Estimated Millage					-0.82	-0.89	-1.72	-1.41	-2.07
Percentage of General Fund Budget					0.59%	0.55%	0.55%	0.57%	0.55%
Total Full Time Employees					4	4	4	4	4

**Oconee County, South Carolina
Roads and Bridges (601)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	601	10110	00000	Salary and Wages	1,334,330	1,311,427	1,277,508	1,634,066	1,610,350
10	601	10710	00000	Overtime	19,982	26,824	46,389	40,000	43,000
10	601	20013	00000	Social Security	98,228	97,249	96,474	124,471	126,481
10	601	20014	00000	Retirement	201,008	207,305	217,463	282,716	290,328
10	601	20015	00000	Workers Compensation	113,574	124,125	137,780	135,336	127,605
10	601	20016	00000	Health Insurance	332,665	329,004	329,004	329,004	338,143
10	601	20027	00000	Dental	6,954	19,800	19,800	19,800	20,350
10	601	20028	00000	Vision	306	3,600	3,600	3,600	3,700
Salary and Wage Totals					2,107,047	2,119,334	2,128,018	2,568,993	2,559,957
10	601	30024	00000	Equipment Maintenance	3,665	2,970	1,973	4,000	4,000
10	601	30025	00000	Professional	5,313	210	3,187	7,500	7,500
10	601	30037	00000	Equipment Rental (Crusher & Screen)	-	1,061	2,353	10,000	10,000
10	601	30056	00000	Data Processing	1,107	1,119	1,232	1,500	1,500
10	601	30059	00000	Copier Click Charges	1,940	1,483	1,355	2,500	2,500
10	601	30080	00000	Dues: Organizations	-	886	232	1,240	1,240
10	601	30084	00000	Staff Development	2,661	574	2,000	5,000	5,000
10	601	30091	00000	Special Departmental Supplies	-	699	2,499	1,200	1,500
10	601	33022	00000	Building/Grounds Maintenance	2,885	13,797	4,409	3,000	3,000
10	601	34042	00000	Gas and Fuel Oil	2,215	2,710	2,870	3,500	3,500
10	601	34043	00000	Electricity	12,596	12,503	11,380	14,000	14,000
10	601	34044	00000	Water/Sewer/Garbage	2,754	3,065	3,067	3,200	3,200
10	601	40027	00000	Safety Equipment	10,499	11,454	12,368	13,000	13,000
10	601	40031	00000	Small Equipment	38,403	22,022	8,204	18,000	18,000
10	601	40032	00000	Operational	(525)	1,372	1,471	2,500	2,500
10	601	40034	00000	Food	1,349	1,828	2,433	3,000	3,500
10	601	40045	00000	IT Replacement Equipment/Software	2,126	-	-	-	-
10	601	40065	00000	Uniforms/Clothing	11,022	12,318	9,896	16,000	16,000
10	601	60735	00000	General Gravel Use	-	11,763	-	-	-
10	601	80601	00000	Vehicle Maintenance	209,550	299,156	201,486	300,000	325,000
10	601	81601	00000	Gasoline	28,842	33,260	45,708	40,000	50,000
10	601	82601	00000	Diesel	100,361	102,189	133,298	125,000	175,000
Expenditure Total					436,763	536,439	451,421	574,140	659,940
Department Total					2,543,810	2,655,773	2,579,439	3,143,133	3,219,897

Oconee County, South Carolina
Roads and Bridges (601)
2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Direct Revenue						
10 80 805 10601	Encroachment Fees - Roads and Bridges	18,445	31,959	24,642	30,000	30,000
10 80 805 60003	Storm Water Assistance Fund	10,743	5,715	8,463	6,000	4,000
10 80 805 60105	Sign Fees - Roads and Bridges	2,672	5,044	3,043	5,000	4,000
Departmental Total Direct Revenue		31,860	42,718	36,148	41,000	38,000
Other Revenue		388,900	249,696	188,579	292,675	304,558
Cost in Tax Dollars		2,123,050	2,363,359	2,354,712	2,809,458	2,877,339
Estimated Millage		3.89	4.21	4.01	4.79	4.77
Percentage of General Fund Budget		5.20%	4.85%	4.32%	5.27%	5.28%
Total Full Time Employees		36	36	37	37	37

**Oconee County, South Carolina
Sheriff (101)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	101	10110	00000	Salary and Wages	5,221,812	5,157,537	5,359,727	6,325,016	6,277,785
10	101	10710	00000	Overtime	379,729	357,662	332,688	310,000	310,000
10	101	20013	00000	Social Security	407,985	402,384	416,514	510,256	503,966
10	101	20014	00000	Retirement	960,703	993,066	1,080,941	1,312,220	1,320,665
10	101	20015	00000	Workers Compensation	193,160	210,503	251,719	240,719	219,606
10	101	20016	00000	Health Insurance	1,051,948	997,391	1,033,836	1,151,514	1,096,680
10	101	20027	00000	Dental	45,507	59,950	62,150	69,300	66,000
10	101	20028	00000	Vision	1,195	10,900	11,300	12,600	12,000
10	101	10110	00000	Extra Duty Pay	48,998	63,992	109,363	-	-
Salary and Wage Totals					8,311,037	8,253,385	8,658,238	9,931,625	9,806,702
10	101	30018	00000	Travel	-	-	(6,422)	-	-
10	101	30024	00000	Equipment Maintenance	6,878	5,508	3,448	9,500	9,500
10	101	30025	00000	Professional	90,643	87,354	99,966	125,000	125,000
10	101	30025	00260	Professional Sheriff Dept	4,053	-	-	-	-
10	101	30056	00000	Data Processing	31,301	86,734	85,322	125,000	210,000
10	101	30059	00000	Copier Click Charges	9,200	8,367	11,403	10,000	11,000
10	101	30062	00000	Medical	3,898	3,097	3,410	6,500	6,500
10	101	30080	00000	Dues: Organizations	6,180	6,285	6,416	6,500	6,500
10	101	30084	00000	Staff Development	24,332	38,213	39,232	42,000	47,000
10	101	33022	00260	Maint. Bldg/Grds-Sheriffs Dept Fire	3,502	521	2,260	-	-
10	101	34043	00000	Electricity	3,449	3,806	4,057	3,000	4,000
10	101	34044	00000	Water/Sewer/Garbage	764	418	501	500	500
10	101	40031	00000	Small Equipment	37,501	53,114	44,780	43,000	53,000
10	101	40031	00260	Non-Cap Equipment	30,284	44,306	-	-	-
10	101	40032	00000	Operational	41,334	36,888	41,391	45,000	45,000
10	101	40033	00000	Postage	113	2,291	621	600	600
10	101	40034	00000	Food	2,577	1,856	2,234	3,500	3,500
10	101	40045	00000	IT Replacement Equipment/Software	41,315	31,658	26,016	29,000	29,000
10	101	40045	00260	IT Equipment/Software Sheriff	6,312	-	-	-	-
10	101	40065	00000	Uniforms/Clothing	90,205	80,607	138,745	110,000	110,000
10	101	40065	00004	Clothing for Plain Clothes Officers	24,358	26,949	27,073	27,900	27,900
10	101	40353	00000	Firing Range	64,317	57,360	60,052	75,000	85,000
10	101	40354	00000	Sub-Station	869	3,215	1,939	3,500	3,500
10	101	60402	00155	DSS Child Support (Federal)	4,895	3,902	4,537	4,500	-
10	101	60444	00000	Helicopter Maintenance	7,889	7,673	8,586	8,500	8,500
10	101	60735	00000	General Gravel Use	153	-	-	-	-
10	101	80101	00000	Vehicle Maintenance	169,224	217,268	277,328	145,000	155,000
10	101	81101	00000	Gasoline	272,669	269,987	466,681	320,000	375,000
10	101	82101	00000	Diesel	409	228	645	750	750
10	101	99999	00000	Miscellaneous Grant Match	-	-	-	10,000	10,000
Expenditure Totals					978,624	1,077,605	1,350,221	1,154,250	1,326,750
Department Total					9,289,661	9,330,990	10,008,459	11,085,875	11,133,452

**Oconee County, South Carolina
Sheriff (101)
2023-2024 Budget**

Direct Revenue									
10	80	805	900	Sheriff-Voluntary Extra Duty Pay	115,588	80,122	142,980	80,000	200,000
10	80	805	10400	Sheriff Civil Fees	7,900	7,495	7,585	6,000	7,500
10	80	805	10401	Miscellaneous - Sheriff	44,453	43,263	23,787	43,000	43,000
10	80	805	16024	Litter Fine In Lieu of Pickup	840	720	480	-	500
10	80	810	20400	Sheriff Supplement	1,575	1,575	1,575	1,576	15,000
10	80	810	60460	Resource Officer Reimbursement	609,098	662,901	547,458	600,354	625,010
10	80	830	25600	Sheriff Title IVD Service of Process	5,379	4,472	8,976	9,500	9,000
Departmental Total Direct Revenue					784,833	800,548	732,841	740,430	900,010
Other Revenue					1,420,213	877,301	731,703	1,032,270	1,053,071
Cost in Tax Dollars					7,084,615	7,653,141	8,543,915	9,313,175	9,180,371
Estimated Millage					12.98	13.63	14.57	15.88	15.23
Percentage of General Fund Budget					18.98%	17.03%	16.77%	18.58%	18.25%
Total Full Time Employees General Fund Only					112	114	119	126	126

**Oconee County, South Carolina
Soil and Water Conservation District (716)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	716	10110	00000	Salary and Wages	25,557	32,002	28,487	30,958	36,588
10	716	10710	00000	Overtime	217	713	625	-	1,000
10	716	20013	00000	Social Security	2,172	2,239	2,618	2,368	2,875
10	716	20014	00000	Retirement	4,658	5,059	5,870	5,145	6,062
10	716	20015	00000	Workers Compensation	761	933	1,150	108	130
10	716	20016	00000	Health Insurance	8,620	9,139	9,139	9,139	9,139
10	716	20027	00000	Dental	96	550	550	550	550
10	716	20028	00000	Vision	7	100	100	100	100
Salary and Wage Totals					42,088	50,735	48,539	48,368	56,444
10	716	30066	00000	Insurance	1,980	2,375	2,375	2,375	2,500
10	716	33022	00000	Building/Grounds Maintenance	6,208	10,240	5,594	11,000	15,000
10	716	34042	00000	Gas and Fuel Oil - USDA Building	1,403	1,306	1,529	1,500	1,500
10	716	34043	00000	Electricity - USDA Building	4,131	3,940	4,060	5,000	5,000
10	716	34044	00000	Water/Sewer/Garbage	971	811	876	900	900
10	716	95100	20200	Coop. Extension Service	11,538	11,538	12,238	12,838	12,838
Expenditure Total					26,231	30,210	26,672	33,613	37,738
Department Total					68,319	80,945	75,211	81,981	94,182
Direct Revenue									
10	80	805	20800	Soil and Water	-	6,139	-	6,139	6,139
Departmental Total Direct Revenue					-	6,139	-	6,139	6,139
Other Revenue					10,445	7,610	5,499	7,634	8,908
Cost in Tax Dollars					57,874	67,196	69,712	68,208	79,135
Estimated Millage					0.11	0.12	0.12	0.12	0.13
Percentage of General Fund Budget					0.14%	0.15%	0.13%	0.14%	0.15%
Total Full Time Employees					1	1	1	1	1

**Oconee County, South Carolina
Solicitor (504)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	504	10110	00000	Salary and Wages	544,193	553,704	506,782	700,711	716,424
10	504	20013	00000	Social Security	38,810	38,699	37,273	53,604	54,806
10	504	20014	00000	Retirement	79,643	85,180	88,101	124,886	128,504
10	504	20015	00000	Workers Compensation	4,201	5,061	8,758	6,835	5,764
10	504	20016	00000	Health Insurance	82,709	109,668	109,668	109,668	109,668
10	504	20027	00000	Dental	2,520	6,600	6,600	6,600	6,600
10	504	20028	00000	Vision	135	1,200	1,200	1,200	1,200
Salary and Wage Totals					752,211	800,112	758,382	1,003,504	1,022,966
10	504	80504	00000	Vehicle Maintenance	14	487	157	500	500
10	504	81504	00000	Gasoline	1,341	1,401	3,256	1000	1000
Expenditure Total					1,355	1,888	3,413	1,500	1,500
Department Total					753,566	802,000	761,795	1,005,004	1,024,466
Direct Revenue									
10	80	805	10504	Worthless Checks	3,444	3,116	2,050	3,000	3,000
10	80	805	16006	Solicitor's Traffic Education	-	38	153	-	-
Departmental Total Direct Revenue					3,444	3,154	2,203	3,000	3,000
Other Revenue					115,206	75,404	55,694	93,582	96,900
Cost in Tax Dollars					634,916	723,442	703,898	908,422	924,566
Estimated Millage					1.16	1.29	1.20	1.55	1.53
Percentage of General Fund Budget					1.54%	1.46%	1.28%	1.68%	1.68%
Total Full Time Employees					12	12	12	12	12

**Oconee County, South Carolina
Solid Waste (718)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	718	10110	00000	Salary and Wages	1,028,987	1,067,934	1,105,562	1,334,197	1,331,578
10	718	10710	00000	Overtime	36,564	45,912	79,540	30,000	5,500
10	718	20013	00000	Social Security	75,721	79,566	84,891	104,361	102,286
10	718	20014	00000	Retirement	154,625	172,169	194,905	238,552	234,791
10	718	20015	00000	Workers Compensation	72,178	84,643	96,969	87,852	80,640
10	718	20016	00000	Health Insurance	329,426	329,004	329,004	329,004	329,004
10	718	20027	00000	Dental	8,328	19,800	19,800	19,800	19,800
10	718	20028	00000	Vision	529	3,600	3,600	3,600	3,600
Salary and Wage Totals					1,706,358	1,802,628	1,914,271	2,147,366	2,107,199
10	718	30024	00000	Equipment Maintenance	74,284	38,302	37,950	75,000	55,000
10	718	30025	00000	Professional	322,578	259,785	327,117	451,000	600,000
10	718	30037	00000	Equipment Rental	17,026	109,408	53,626	10,000	42,000
10	718	30059	00000	Copier Click Charges	1,146	1,482	1,545	1,500	1,600
10	718	30068	00000	Advertising	-	-	-	-	-
10	718	30080	00000	Dues: Organizations	223	233	223	400	400
10	718	30084	00000	Staff Development	61	66	530	3,000	3,000
10	718	30091	00000	Special Departmental Supplies	-	-	-	1,500	2,000
10	718	33022	00000	Building/Grounds Maintenance	22,130	20,847	24,642	30,000	45,000
10	718	34043	00000	Electricity	56,054	46,437	53,384	55,000	56,000
10	718	34044	00000	Water/Sewer/Garbage	9,029	7,992	10,588	9,000	11,000
10	718	40027	00000	Safety Equipment	6,243	7,451	8,835	13,500	14,500
10	718	40031	00000	Small Equipment	4,029	9,900	11,762	15,000	15,000
10	718	40032	00000	Operational	9,999	14,498	14,292	15,000	40,000
10	718	40033	00000	Postage	67	258	233	200	250
10	718	40034	00000	Food	294	408	562	500	1,750
10	718	40045	00000	IT Replacement Equipment/Software	1,348	286	2,205	-	-
10	718	40065	00000	Uniforms/Clothing	6,591	9,921	6,255	11,500	11,500
10	718	60005	00000	Testing Wells	62,523	59,254	66,704	145,000	145,000
10	718	60007	00000	Tipping Fees/MSW Disposal	1,672,703	1,939,094	2,010,491	2,000,000	2,500,000
10	718	60008	00000	Impact Fees for Tires	74,420	57,093	75,698	90,000	90,000
10	718	60055	00000	Credit Application Fee	755	1,216	1,227	-	-
10	718	60735	00000	General Gravel Use	6,895	11,121	26,585	10,000	10,000
10	718	80718	00000	Vehicle Maintenance	208,157	256,584	228,731	200,000	225,000
10	718	81718	00000	Gasoline	5,862	6,552	11,724	7,500	12,000
10	718	82718	00000	Diesel	104,309	99,079	196,915	150,000	215,000
Expenditure Total					2,666,726	2,957,267	3,171,824	3,294,600	4,096,000
Department Total					4,373,084	4,759,895	5,086,095	5,441,966	6,203,199
Direct Revenue									
10	80	805	14904	Solid Waste Impact Fee for Tires	5,712	13,120	14,795	13,000	15,000
10	80	49807	14900	Solid Waste Tipping Fees	1,825,524	2,192,086	2,497,785	2,100,000	2,300,000
10	80	49807	14902	Solid Waste - Recyclables	213,058	211,554	579,530	250,000	225,000
10	80	49807	14910	Solid Waste - Mulch Sales	8,874	-	-	-	1,000
10	81	810	14904	Impact Fee For Tires	47,529	43,627	33,187	40,000	50,000
Departmental Total Direct Revenue					2,100,697	2,460,387	3,125,297	2,403,000	2,591,000
Other Revenue					668,562	447,526	371,837	506,733	586,737
Cost in Tax Dollars					1,603,825	1,851,982	1,588,961	2,532,233	3,025,462
Estimated Millage					2.94	3.30	2.71	4.32	5.02
Percentage of General Fund Budget					8.94%	8.69%	8.52%	9.12%	10.17%
Total Full Time Employees					35	36	36	36	36

**Oconee County, South Carolina
South Cove Park (204)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	204	10110	00000	Salary and Wages	170,299	178,782	217,789	256,897	245,163
10	204	10710	00000	Overtime	6,020	7,926	13,150	7,000	14,000
10	204	20013	00000	Social Security	12,860	13,678	17,075	18,882	19,826
10	204	20014	00000	Retirement	25,545	28,807	38,063	38,334	45,509
10	204	20015	00000	Workers Compensation	6,568	7,523	10,991	9,588	10,968
10	204	20016	00000	Health Insurance	48,081	45,695	45,695	54,834	54,834
10	204	20027	00000	Dental	2,576	2,750	2,750	3,300	3,300
10	204	20028	00000	Vision	305	500	500	600	600
Salary and Wage Totals					272,254	285,661	346,013	389,435	394,200
10	204	30024	00000	Equipment Maintenance	1,381	1,091	876	1,000	1,000
10	204	30025	00000	Professional	39,977	45,257	51,229	45,447	45,447
10	204	30037	00000	Equipment Rental	535	787	752	1,000	1,000
10	204	30041	00000	Telecommunications	-	-	200	-	-
10	204	30080	00000	Dues Organizations	125	62	-	-	-
10	204	30084	00000	Staff Development	469	1,010	1,044	2,000	2,500
10	204	33022	00000	Building/Grounds Maintenance	34,723	38,078	41,514	-	-
10	204	34042	00000	Gas and Fuel Oil	1,656	332	-	1,750	500
10	204	34043	00000	Electricity	58,387	69,134	66,779	63,000	68,000
10	204	34044	00000	Water/Sewer/Garbage	3,329	5,308	11,192	5,000	5,000
10	204	40031	00000	Small Equipment	4,068	5,693	4,789	4,500	7,500
10	204	40032	00000	Operational	20,814	21,215	24,584	30,000	30,000
10	204	40034	00000	Food	1,348	117	108	250	250
10	204	40045	00000	IT Replacement Eq	1,348	-	-	-	1,200
10	204	40065	00000	Uniforms/Clothing	3,577	3,278	3,628	3,500	4,000
10	204	40832	00000	Concessions	27,112	41,786	53,317	55,000	55,000
Expenditure Total					198,849	233,148	260,012	212,447	221,397
Department Total					471,103	518,809	606,025	601,882	615,597
Direct Revenue									
10	80	805	00204	South Cove Park	305,344	458,375	439,026	460,000	475,000
Departmental Total Direct Revenue					305,344	458,375	439,026	460,000	475,000
Other Revenue					72,023	48,778	44,306	56,045	58,227
Cost in Tax Dollars					93,736	11,656	122,693	85,837	82,370
Estimated Millage					0.17	0.02	0.21	0.15	0.14
Percentage of General Fund Budget					0.96%	0.95%	1.02%	1.01%	1.01%
Total Full Time Employees					5	5	6	6	7

**Oconee County, South Carolina
Treasurer (306)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	306	10110	00000	Salary and Wages	254,722	285,707	320,962	334,152	338,392
10	306	10710	00000	Overtime	12	453	354	500	1,000
10	306	20013	00000	Social Security	18,301	20,526	23,120	25,639	25,963
10	306	20014	00000	Retirement	37,201	44,078	52,842	58,852	59,597
10	306	20015	00000	Workers Compensation	2,706	3,035	6,143	4,218	3,999
10	306	20016	00000	Health Insurance	51,316	59,404	54,834	63,973	63,973
10	306	20027	00000	Dental	1,624	3,550	3,300	3,850	3,850
10	306	20028	00000	Vision	127	650	600	700	700
Salary and Wage Totals					366,009	417,403	462,155	491,884	497,474
10	306	30018	00000	Travel	358	272	2,109	800	1,000
10	306	30024	00000	Equipment Maintenance - Decal Printers	-	2,145	2,529	2,700	3,000
10	306	30025	00000	Professional	51,997	40,733	23,256	54,000	54,000
10	306	30041	00000	Telecommunications	720	-	-	-	-
10	306	30056	00000	Data Processing	42,032	29,184	33,496	42,400	38,000
10	306	30059	00000	Copier Click Charges	541	686	797	1,290	1,290
10	306	30068	00000	Advertising	-	-	-	260	260
10	306	30080	00000	Dues: Organizations	150	150	150	225	225
10	306	30084	00000	Staff Development	3,323	299	1,399	5,000	5,000
10	306	40031	00000	Small Equipment	7,290	2,106	19	1,300	1,300
10	306	40032	00000	Operational	11,507	12,367	7,952	16,500	16,500
10	306	40033	00000	Postage	81,998	80,116	84,430	84,000	100,000
10	306	40045	00000	IT Replacement Equipment/Software	4,575	1,929	-	3,870	3,870
10	306	80306	00000	Vehicle Maintenance	221	341	20	1,100	1,100
10	306	81306	00000	Gasoline	903	936	1,673	1,400	1,400
Expenditure Total					205,615	171,264	157,830	214,845	226,945
Department Total					571,624	588,667	619,985	706,729	724,419
Direct Revenue									
10	80	805	00306	PRT Season Pass - Treasurer	875	850	815	500	850
10	80	805	10310	Vehicle Decal Fees	69,118	72,790	71,256	72,000	72,000
Departmental Total Direct Revenue					69,993	73,640	72,071	72,500	72,850
Other Revenue					87,390	55,347	45,326	65,808	68,520
Cost in Tax Dollars					414,241	459,680	502,588	568,421	583,049
Estimated Millage					0.76	0.82	0.86	0.97	0.97
Percentage of General Fund Budget					1.17%	1.07%	1.04%	1.18%	1.19%
Total Full Time Employees					6	6	7	7	7

**Oconee County, South Carolina
Vehicle Maintenance (721)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	721	10110	00000	Salary and Wages	554,065	552,889	574,256	620,557	565,665
10	721	10710	00000	Overtime	2,516	1,700	3,691	3,000	6,000
10	721	20013	00000	Social Security	40,428	40,206	42,361	47,855	43,732
10	721	20014	00000	Retirement	81,277	85,925	96,203	109,648	100,384
10	721	20015	00000	Workers Compensation	26,876	31,023	35,094	29,117	24,824
10	721	20016	00000	Health Insurance	140,488	127,946	127,946	127,946	127,946
10	721	20027	00000	Dental	2,752	7,700	7,700	7,700	7,700
10	721	20028	00000	Vision	127	1,400	1,400	1,400	1,400
Salary and Wage Totals					848,529	848,789	888,651	947,223	877,651
10	721	30024	00000	Equipment Maintenance	1,903	1,741	4,570	3,750	6,500
10	721	30025	00000	Professional	100	-	7,593	-	-
10	721	30056	00000	Data Processing	6,249	12,696	5,890	10,500	13,500
10	721	30059	00000	Copier Click Charges	1,197	1,144	1,445	1,500	1,560
10	721	30080	00000	Dues: Organizations	-	-	100	150	350
10	721	30084	00000	Staff Development	2,518	24	1,965	2,500	10,000
10	721	33022	00000	Building/Grounds Maintenance	3,447	2,000	4,364	5,000	6,000
10	721	34042	00000	Gas and Fuel Oil	2,083	3,123	3,257	3,500	3,640
10	721	34043	00000	Electricity	11,204	11,104	10,236	12,500	12,500
10	721	34044	00000	Water/Sewer/Garbage	1,716	1,508	2,044	1,700	2,500
10	721	40027	00000	Safety Equipment	3,862	3,392	5,016	6,000	8,000
10	721	40031	00000	Small Equipment	9,959	13,909	16,792	19,000	25,000
10	721	40032	00000	Operational	7,402	10,087	8,977	11,000	12,500
10	721	40033	00000	Postage	-	-	-	100	100
10	721	40034	00000	Food	269	929	374	500	1,000
10	721	40045	00000	IT Replacement Equipment/Software	2,068	-	1,122	-	2,500
10	721	40065	00000	Uniforms/Clothing	4,835	4,928	5,760	6,000	7,000
10	721	80721	00000	Vehicle Maintenance - Vehicle Maintenance	9,118	7,504	7,863	8,000	10,000
10	721	81721	00000	Gasoline - Vehicle Maintenance	8,137	10,047	15,064	10,500	12,500
10	721	82721	00000	Diesel - Vehicle Maintenance	86	167	650	1,000	1,500
Expenditure Total					76,153	84,303	103,082	103,200	136,650
Department Total					924,682	933,092	991,733	1,050,423	1,014,301
Direct Revenue									
10	80	805	12032	Vehicle Maintenance Labor	847	1,110	-	-	-
Departmental Total Direct Revenue					847	1,110	-	-	-
Other Revenue					141,366	87,729	72,504	97,811	95,939
Cost in Tax Dollars					782,469	844,253	919,229	952,612	918,362
Estimated Millage					1.43	1.50	1.57	1.62	1.52
Percentage of General Fund Budget					1.89%	1.70%	1.66%	1.76%	1.66%
Total Full Time Employees					14	14	14	14	14

**Oconee County, South Carolina
Veterans' Affairs (404)
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	404	10110	00000	Salary and Wages	128,963	131,206	134,070	141,582	141,582
10	404	10710	00000	Overtime	-	-		500	750
10	404	20013	00000	Social Security	9,079	9,523	10,154	10,888	10,888
10	404	20014	00000	Retirement	18,775	20,324	22,062	24,993	24,994
10	404	20015	00000	Workers Compensation	2,122	2,406	2,754	2,445	2,292
10	404	20016	00000	Health Insurance	25,828	27,417	27,417	27,417	27,418
10	404	20027	00000	Dental	1,337	1,650	1,650	1,650	1,650
10	404	20028	00000	Vision	149	300	300	300	300
Salary and Wage Totals					186,253	192,826	198,407	209,775	209,874
10	404	30018	00000	Travel	-	-	248	-	-
10	404	30025	00000	Professional	1,299	1,458	1,378	1,500	1,600
10	404	30056	00000	Data Processing	35	36	36	-	40
10	404	30059	00000	Copier Click Charges	1,085	1,230	1,247	1,500	1,500
10	404	30080	00000	Dues: Organizations	70	25	50	50	50
10	404	30084	00000	Staff Development	-	-	449	-	-
10	404	40031	00000	Small Equipment	570	1,060	601	1,500	1,500
10	404	40032	00000	Operational	1,767	2,851	2,148	3,000	3,000
10	404	40034	00000	Food	339	28	369	3,500	3,500
10	404	40065	00000	Clothing/Uniforms	-	-		100	100
Expenditure Total					5,165	6,688	6,526	11,150	11,290
Department Total					191,418	199,514	204,933	220,925	221,164
Direct Revenue									
10	81	810	25900	Veterans' Affairs State Aid	5,478	5,478	5,615	5,478	5,500
Departmental Total Direct Revenue					5,478	5,478	5,615	5,478	5,500
Other Revenue					29,264	18,758	14,982	20,572	20,919
Cost in Tax Dollars					156,676	175,278	184,336	194,875	194,745
Estimated Millage					0.29	0.31	0.31	0.33	0.32
Percentage of General Fund Budget					0.39%	0.36%	0.34%	0.37%	0.36%
Total Full Time Employees					3	3	3	3	3

Oconee County, South Carolina
Voter Registration and Elections (715)
2023-2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	715	10110	00000	Salary and Wages	168,114	131,651	135,482	149,112	142,735
10	715	10710	00000	Overtime	-	-	-	-	-
10	715	20013	00000	Social Security	8,555	11,166	10,201	11,430	10,919
10	715	20014	00000	Retirement	16,542	20,763	21,480	25,652	24,469
10	715	20015	00000	Workers Compensation	527	725	667	494	442
10	715	20016	00000	Health Insurance	17,223	18,278	18,278	18,278	18,278
10	715	20027	00000	Dental	577	1,100	1,100	1,100	1,100
10	715	20028	00000	Vision	48	200	200	200	200
10	799	10130	97715	Poll Workers	(21,933)	40,470	26,852	6,000	40,000
Salary and Wage Totals					189,653	224,353	214,260	212,266	238,143
10	715	30018	00000	Travel	1,166	1,064	2,447	3,500	3,500
10	715	30024	00000	Equipment Maintenance	-	9,225	24,836	24,836	24,836
10	715	30025	00000	Professional	15,123	8,103	5,559	10,000	30,000
10	715	30041	00000	Telecommunications	480	-	-	-	-
10	715	30056	00000	Data Processing	-	15,663	21,247	30,756	30,756
10	715	30059	00000	Coper Click Charges	1,625	1,003	978	1,500	2,500
10	715	30068	97715	Advertising SC Elect Reimb	2,422	1,539	1,735	-	-
10	715	30080	00000	Dues: Organizations	250	350	350	350	400
10	715	30084	00000	Staff Development	3,619	500	4,448	7,500	8,500
10	715	40031	00000	Small Equipment	2,545	683	-	1,000	1,000
10	715	40032	00000	Operational	5,859	4,516	6,071	10,000	45,000
10	715	40032	97715	Operational - SC Elect Reimb	9,193	8,448	150	-	-
10	715	40033	00000	Postage	35	-	27	-	-
10	715	40034	00000	Food	243	-	-	-	-
10	715	40045	00000	IT Replacement Equipment/Software	3,080	855	1,137	2,750	1,000
Expenditure Total					45,640	51,949	68,985	92,192	147,492
Department Total					235,293	276,302	283,245	304,458	385,635
Direct Revenue									
10	81	810	21300	Registration Board	6,501	6,750	7,500	6,750	6,750
10	81	825	97715	SC State Election Reimb	5,854	82,194	41,711	20,000	82,000
Departmental Total Direct Revenue					12,355	88,944	49,211	26,750	88,750
Other Revenue					35,972	25,978	20,708	28,350	36,476
Cost in Tax Dollars					186,966	161,380	213,326	249,358	260,409
Estimated Millage					0.34	0.29	0.36	0.43	0.43
Percentage of General Fund Budget					0.48%	0.50%	0.47%	0.51%	0.63%
Total Full Time Employees					2	2	2	2	2

**Oconee County, South Carolina
Other Financing Uses
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	095	00171	70012	Transfer To Capital Projects Fund - Westminster Magistrate	-	-	500,490	-	-
010	095	00171	70013	Transfer Out - 13 Fund	-	-	37,275		-
010	095	00171	70210	Transfer To Sheriff's Victim Services 210 Fund	-	85,000	137,000	40,000	40,000
010	095	00171	70215	Transfer To Solicitor's Victim Services 215 Fund	-	55,000	110,000	45,000	45,000
010	095	00171	70017	Transfer to Rock Quarry for COLA Increase	-	-	-	64,367	-
010	095	00171	70325	Transfer to Capital Equipment - Vehicle Fund	275,000	-	-	-	-
010	095	00171	70515	Transfer Out - 515 Fund - FOCUS	-	-	934,000		-
Total Other Financing Uses					275,000	140,000	1,718,765	149,367	85,000

Direct Revenue					
Departmental Total Direct Revenue					
	Other Revenue	42,042	13,163	125,656	13,908
	Cost in Tax Dollars	232,958	126,837	1,593,109	135,459
	Estimated Millage	0.43	0.23	2.72	0.23
	Percentage of General Fund Budget	0.56%	0.26%	2.88%	0.25%
	Total Full Time Employees	-	-	-	-

Oconee County, South Carolina
Emergency Services Protection District Special Revenue Fund
2023-2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
				Number of Mills	2.9	2.9	2.9	2.9	2.9
Revenues									
020	080	00950	00000	Emergency Services Protection District Millage	1,508,384	1,663,251	1,775,130	1,600,000	1,798,000
Total Revenues					1,508,384	1,663,251	1,775,130	1,600,000	1,798,000
Expenditures									
020	107	30024	00000	Equipment Maintenance	43,663	52,570	56,184	61,200	70,000
020	107	30041	00000	Telecommunication	14,783	5,000	12,532	12,000	18,000
020	107	30062	00000	Medical Physicals	-	26,709	15,000	20,000	50,000
020	107	33022	00000	Maintenance Bldg Grounds	-	167	10,747	2,000	15,000
020	107	34042	00000	Gas and Fuel Oil	3,289	4,202	5,832	5,800	8,000
020	107	34043	00000	Electricity	12,976	11,140	17,630	10,000	25,000
020	107	34044	00000	Water/Sewer/Garbage	1,451	1,487	1,955	4,000	4,000
020	107	40031	00000	Small Equipment	4,867	9,737	9,879	15,000	25,000
020	107	40045	00000	Non-Capital IT Equipment/Software	-	379	-	-	-
020	107	50850	00000	Buildings, Capital Exp	654		10,500	40,000	50,000
020	107	50850	00091	Capital Buildings - Whetstone Sub Burn Building Inspecting and repair	-	16,000	-		-
020	107	50850	00000	Engine Pump Test	-	-	-	40,000	40,000
020	107	80107	00000	Gasoline	-	-	758	10,000	10,000
020	107	81107	00000	Diesel	24	-	-	-	-
020	107	82107	00000	Grant to Independent Agencies/Basic Station Exp	1,148,558	1,145,659	1,127,749	1,180,000	1,180,000
020	199	10410	00000	Volunteer Compensation	194,880	165,905	151,623	200,000	200,000
Total Expenditures					1,426,181	1,438,955	1,420,389	1,600,000	1,695,000
Change in Fund Balance					82,203	224,296	354,741	-	103,000
Beginning Fund Balance					320,825	403,028	627,324	982,065	982,065
Ending Fund Balance					403,028	627,324	982,065	982,065	1,085,065

Oconee County Emergency Services Protection District			
	District Support	Departmental	Support
Fire Departments			
Oakway Fire Department	45,000	15,000	60,000
Corinth - Shiloh Fire Department	45,000	15,000	60,000
Mountain Rest Fire Department	45,000	15,000	60,000
Fair Play Fire Department	45,000	15,000	60,000
Long Creek Fire Department	45,000	15,000	60,000
Cleveland Fire Department	45,000	15,000	60,000
Keowee Ebenezer Fire Department	45,000	15,000	60,000
Friendship Fire Department	45,000	15,000	60,000
Cross Roads Fire Department	45,000	15,000	60,000
Holly Springs Fire Department	45,000	15,000	60,000
Pickett Post Fire Department	45,000	15,000	60,000
South Union Fire Department	45,000	15,000	60,000
West Union Fire Department	45,000	15,000	60,000
Keowee Key Fire Department	45,000	15,000	60,000
Bountyland Fire Department	-	-	25,000
Haz-Mat	22,400	10,000	32,400
Rescue			
Dive Team	26,300	10,000	36,300
Keowee Rescue Squad	20,000	10,000	30,000
Mountain Rest Rescue Squad	20,000	10,000	30,000
Oakway Rescue Squad	20,000	10,000	30,000
Salem Rescue Squad	20,000	10,000	30,000
Seneca Rescue Squad	20,000	10,000	30,000
Special Rescue Team	26,300	10,000	36,300
Walhalla Rescue Squad	20,000	10,000	30,000
Westminster Rescue Squad	20,000	10,000	30,000
Totals	845,000	310,000	1,180,000

Oconee County, South Carolina
Sheriffs Victims Services Special Revenue Fund (210)
2023-2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Recommended
Revenues									
				Assessments				30,000	30,000
210	080	00805	16008	12% Assessment (Magistrate)	25,585	29,788	32,684		
210	080	00805	16009	12% Assessment (Municipal)	617	2,072	2,480		
210	080	00811	16009	12% Assessment (Municipal Walhalla)	-	6,331	5,070		
210	080	00812	16009	12% Assessment (Municipal Westminster)	3,089	3,392	3,590		
				Surcharges				24,000	24,000
210	080	00805	16010	Surcharge Victims (Magistrate)	22,715	24,181	22,710		
210	080	00805	16011	Surcharge Victims (Municipal)	551	1,323	1,813		
210	080	00811	16011	Surcharge Victims (Municipal Walhalla)	1,577	2,912	1,502		
210	080	00812	16011	Surcharge Victims (Municipal Westminster)		1,297	1,175		
210	080	00811	16040	Municipal Contract (Walhalla)	-	25,000	-	-	-
				General Fund Transfer	-	85,000	137,000	40,000	40,000
Total Revenues					54,134	181,296	208,024	94,000	94,000
Expenditures									
210	114	10110	00000	Salaries and Fringe	130,457	123,753	130,803	123,336	123,336
				Pay Increase including Fringe					
Total Expenditures					130,457	123,753	130,803	123,336	123,336
Change in Fund Balance					(76,323)	57,543	77,221	(29,336)	(29,336)
Beginning Fund Balance					13,249	(63,074)	(5,531)	71,690	42,354
Ending Fund Balance					(63,074)	(5,531)	71,690	42,354	13,018

Oconee County, South Carolina
Solicitor's Victims Services Special Revenue Fund (215)
2023-2024 Budget

Account Number					Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Recommended
Revenues										
215	080	00805	73700	Assessments	2,765	4,760	2,961	4,000	4,000	
215	080	00805	73800	Surcharges	24,344	22,890	29,884	20,000	20,000	
215	090	00170	70010	General Fund Transfer	-	55,000	110,000	45,000	45,000	
Total Revenues					27,109	82,650	142,845	69,000	69,000	
Expenditures										
215	512	10110	00000	Salaries and Fringe	72,982	70,710	75,903	77,532	77,532	
Total Expenditures					72,982	70,710	75,903	77,532	77,532	
Change in Fund Balance					(45,873)	11,940	66,942	(8,532)	(8,532)	
Beginning Fund Balance					(5,779)	(51,652)	(39,712)	(39,712)	27,230	
Ending Fund Balance					(51,652)	(39,712)	27,230	(48,244)	18,698	

Oconee County, South Carolina
911 Communications Special Revenue Fund (225)
2023-2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Revenues									
225	080	00805	36000	AT&T E-911 Surcharge Taxes	118,605	102,077	85,968	160,000	90,000
225	080	00805	31010	Competitive Local Exchange Carrier Taxes	47,321	51,609	56,698	60,000	60,000
225	081	00810	19050	State Wireless Funding	123,483	147,159	161,974	70,000	100,000
225	081	00810	19070	Budget and Control Board Funding	598,355	252,120	345,586	200,000	200,000
Total Revenues					887,764	552,965	650,226	490,000	450,000
Expenditures									
225	104	30018	00000	Travel	360	164	788	1,000	1,000
225	104	30024	00000	Equipment Maintenance	700,407	325,215	509,660	300,000	300,000
225	104	30041	00000	Telecommunications	97,752	110,000	107,918	150,000	150,000
225	104	30056	00000	Data Processing	25,308	23,858	127,738	50,000	50,000
225	104	30084	00000	Staff Development	5,491	1,163	3,441	7,000	7,000
225	104	40031	00000	Small Capital	18,365	5,542	105,477	20,000	20,000
225	104	40032	00000	Operational	5,423	3,374	12,397	6,000	6,000
225	104	40045	00000	Non-Cap IT Eq/Software	1,725	3,174	52,167	20,000	20,000
225	104	50840	00000	Equipment, Capital Expenditure	-	-	87,603	200,000	100,000
225	104	50845	00000	IT Equip, Capital Expenditure	11,787	57,523	244	200,000	100,000
225	104	60083	00000	Grant to Indep Agency	169,495	80,545	24,277	30,000	30,000
Total Expenditures					1,036,113	610,558	1,031,710	984,000	784,000
Change in Fund Balance					(148,349)	(57,593)	(381,484)	(494,000)	(334,000)
Beginning Fund Balance					1,541,467	1,393,118	1,335,525	1,335,525	954,041
Ending Fund Balance					1,393,118	1,335,525	954,041	841,525	620,041

Oconee County, South Carolina
Tri-County Technical College Special Revenue Fund (250)
2023-2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Recommended
				Number of Mills	3.0	3.0	3.0	3.0	3.0
Revenue									
250	080	00876	00000	Tri-County Technical College	1,735,478	1,808,868	2,018,809	1,825,000	1,860,000
Total Revenues					1,735,478	1,808,868	2,018,809	1,825,000	1,860,000
Expenditures									
250	876	60085	00011	Pendleton Upgrade	485,200	484,000	460,200	459,100	458,000
250	876	60200	00000	County Contribution	1,058,738	1,161,262	1,120,000	1,167,500	1,230,000
Total Expenditures					1,543,938	1,645,262	1,580,200	1,626,600	1,688,000
Transfer out of TCTC Fund					-	-	-	-	-
Change in Fund Balance					191,540	163,606	438,609	198,400	172,000
Beginning Fund Balance					865,836	1,057,376	1,220,982	1,659,591	1,857,991
Ending Fund Balance					1,057,376	1,220,982	1,659,591	1,857,991	2,029,991

Oconee County, South Carolina
Road Maintenance Millage - 2.1 (Fund 260)
2023-2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Number of Mills					2.1	2.1	2.1	2.1	2.1
260	080	00868	00000	Road Maintenance Millage	1,207,296	1,263,215	1,415,012	1,260,000	1,302,000
260	082	00830	40010	National Forestry Title I	153,144	138,300	175,158	220,000	220,000
Total Revenues					1,360,440	1,401,515	1,590,170	1,480,000	1,522,000
Expenditures									
260	601	00601	40010	National Forestry	-	-	-	220,000	220,000
260	601	30025	00000	Professional - Road Inventory	18,475	18,727	48,873	40,000	40,000
260	601	30881	00000	Maintenance / Repair Road Paving	5,432	-	-	-	-
260	601	40032	00000	Operational	164,510	160,912	124,426	210,000	210,000
260	601	50840	00000	Capital Equipment	-	46,051	-	-	-
260	601	50860	00000	Capital Land	-	-	-	-	-
260	601	50881	00000	Road Paving	307,162	-	-	1,800,000	1,800,000
260	601	50882	00000	Capital Road Paving Overlay	-	380,549	-	-	-
260	601	60735	00000	Gravel Use	258,170	269,663	147,089	275,000	275,000
260	095	00171	70013	Interfund Transfer Out - 013	-	-	38,664	-	-
260	095	00171	70012	Interfund Transfer Out - 012	105,089	-	-	-	-
Total Expenditures					858,838	875,902	359,052	2,545,000	2,545,000
Change in Fund Balance					501,601	525,613	1,231,118	(1,065,000)	(1,023,000)

Oconee County, South Carolina
Economic Development Capital Projects Fund (315)
2023-2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Number of Mills					1.1	1.1	1.1	1.1	1.1
Revenue									
315	080	00875	00000	Economic Development Millage (1.1 Mills)	618,688	659,745	734,019	621,500	682,000
315	080	00875	76021	FILOT	523,547	665,759	503,625	600,000	800,000
315	080	00807	00000	Utility Tax Credits	400,000	-	-	-	125,000
315	080	00840	00000	Interest Earnings	10,912	-	-	-	-
315	080	00805	10340	Misc Income	-	1,216	1,932	-	-
State Grants									
315	081	00825	90116	RIA	-	500,000	-	-	-
315	081	00815	90112	C-Funds	-	70,000	-	-	-
				SC Power Team Grant					1,000,000
				Department of Commerce					1,500,000
Total Revenue					1,553,147	1,896,720	1,239,576	1,221,500	4,107,000
General									
315	707	30025	00000	Professional	35,543	3,831	45,971	951,500	5,807,000
315	707	30025	00035	Professional - Ed Gardner Land	-	-	35,057	-	-
315	707	30025	00088	Professional-Seneca Rail	-	-	-	-	-
315	707	30025	00099	Professional-SRP Water/Sewer	70,500	26,897	-	-	-
315	707	30025	00280	Professional-Exit 4 Sewer	-	45,659	21,047	150,000	-
315	707	30025	00858	Professional - 2016B GO Bond	18,637	14,254	4,720	-	-
315	707	30025	90110	Professional - BREC Contribution	10,534	-	-	-	-
315	707	30025	90111	Professional-Alliance	8,464	-	-	-	-
315	707	34043	00000	Electric	10,212	6,472	8,572	-	-
315	707	50830	00099	Cap Infra-SRP Water	-	182,566	-	-	-
315	707	50830	00858	Cap Infra - 2016B GO Bond OITP	-	-	-	-	-
315	707	50830	90114	Cap Infra - RIA Grant OITP	-	500,000	-	-	-
315	707	50850	92052	Cap Buildings-Chau Ram	285,000	90,548	-	-	-
315	707	50857	00000	Cap Other Improvement (Depreciation)	-	-	-	-	-
315	707	50857	00044	Cap Other Improvement Destination Oconee	-	-	-	-	-
315	707	50860	00035	Capital Land - Ed Gardner	-	5,000	-	-	-
315	707	50881	90107	Cap Roads-SRP Certif Reimb	33,579	-	-	-	-
315	707	50881	90108	Cap Roads-GCCP Certif Reimb	35,605	-	-	-	-
315	707	50881	90109	Cap Roads-OITP Timber Sales	115,680	-	-	-	-
315	707	50881	90112	Cap Road-C-Funds PCN030548 SRP	70,000	-	-	-	-
315	707	50881	90113	Cap Road-SC Power Team	355,000	-	-	-	-
315	707	50881	90115	Cap Road-BREC OITP	163,273	20,091	-	-	-
315	707	50883	45100	Cap Road Site Prep -C-Funds SRP	176,333	-	-	-	-
315	707	50883	60015	Cap Road Site Prep- OITP	-	-	-	-	-
315	707	50883	60016	Cap Road Site Prep-OITP Entrance	20,500	-	-	-	-
315	707	51010	00000	Land Transfer to Company	-	-	150,009	-	-
315	707	51030	00000	ED Indust Site Transfer to Company	160,174	-	-	-	-
315	707	60707	00047	Casto Infrastructure	-	-	18,987	-	-
315	707	60735	00000	General Gravel Use	-	-	-	-	-
315	707	82707	00000	Diesel - Economic Development	-	-	-	-	-
315	707	95101	00311	OJRSA-Fair Play Sewer Operations/Maintenance	21,007	3,795	29,596	10,000	-
315	707	95101	00312	OJRSA-Fair Play Sewer Contribution	312,750	182,377	234,522	110,000	-
315	707	95110	00016	Grant to Salem Water Line Loop	-	-	210,000	-	-
315	707	95110	02041	Grant to Seneca Cat Bus	-	300,000	-	-	-
315	707	95110	20260	Walhalla-Westminster Interconnection	35,000	-	-	-	-
315	707	95110	20265	Contribution to Westminster Water	14,375	-	-	-	-

Oconee County, South Carolina
Economic Development Capital Projects Fund (315)
2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Total Expenditures		1,952,166	1,381,490	758,481	1,221,500	5,807,000
Excess (Deficiency) of Revenues over Expenditures		(399,019)	515,230	481,095	-	(1,700,000)
Other Financing Sources						
	Use of Fund Balance					1,700,000
Other Financing Uses						
	Sewer/OJRSA	-	-	(500,000)	(500,000)	(500,000)
Change in Fund Balance		\$ (399,019)	\$ 515,230	\$ (18,905)	\$(500,000)	\$ (500,000)
Beginning Fund Balance		4,249,514	3,850,495	4,365,725	4,346,820	3,846,820
Ending Fund Balance		3,850,495	4,365,725	4,346,820	3,846,820	3,346,820

Oconee County, South Carolina
Bridges and Culverts Capital Projects Fund (320)
2023-2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
				Number of Mills	1	1	1	1	1
Revenue									
320	080	00899	00000	Bridges and Culverts Millage	574,740	600,681	677,236	590,000	620,000
Total Revenue					574,740	600,681	677,236	590,000	620,000
Expenditures									
320	601	30025	00000	Professional	-	-	88,741		
320	601	30025	52005	Professional Cherokee Lake Bridge	-	19,511	69,366	-	
320	601	50885	52005	Lake Cherokee Bridge	-	-	677,582	-	
320	601	30885	00000	Maintenance / Repair	215,345	76,535	52,803	590,000	620,000
320	601	50840	00000	Capital Equipment	-	69,460	-	-	
320	601	50885	59359	Cap Bridge/Culvert - Hoyt Street	-	40,764	-	-	
320	601	50885	64090	Cap Bridge/Culvert - Duck Pond	-	2,976	-	-	
Total Expenditures					215,345	209,246	888,492	590,000	620,000
Net Fund Balance					359,396	391,435	(211,256)	-	-

Oconee County, South Carolina
Capital Equipment and Vehicle Capital Projects Fund (325)
2023-2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Recommended
				Number of Mills	2.0	2.0	2.0	2.0	2.3
Revenues									
325	080	00867	00000	Capital Equip/Vehicle Millage	1,096,227	1,211,477	1,324,785	1,175,000	1,426,000
325	090	00170	70010	Transfer from General Fund	275,000	-	-	-	-
				Transfer from General Capital Projects Fund	129,223	-	-	-	-
325	090	00170	70012	Insurance Proceeds for Capital	122,933	105,719	53,746	75,000	75,000
325	090	00180	07190	Sale of Capital Assets	-	125,862	69,018	50,000	50,000
325	090	00195	10305	Use of Fund Balance	-	-	-	-	-
Total Revenues					1,623,383	1,443,058	1,447,549	1,300,000	1,551,000
Expenditures									
325	203	50840	00000	Capital Equipment High Falls	-	13,000	-	-	-
325	205	50840	00000	Capital Equipment Chau Ram	-	17,593	-	-	-
325	720	50840	00000	Capital Equipment Airport	24,963	-	-	-	-
325	101	50870	00000	Capital Vehicle Sheriff	254,283	198,578	-	-	-
325	110	50870	00000	Capital Vehicle Animal Control	-	29,003	-	-	-
325	106	50870	00000	Capital Vehicle Detention	66,043	-	-	-	-
325	301	50870	00000	Capital Vehicle Assessor	-	51,808	-	-	-
325	601	50870	00000	Capital Vehicle Roads	441,471	469,868	-	-	-
325	702	50870	00000	Capital Vehicle Building Codes	47,585	-	-	-	-
325	717	50870	00000	Capital Vehicle Administrator	-	60,448	938,712	1,300,000	1,551,000
325	718	50870	00000	Capital Vehicle Solid Waste	376,299	-	-	-	-
325	720	50870	00000	Capital Vehicle Airport	-	-	-	-	-
325	721	50870	00000	Capital Vehicle Vehicle Maint	37,443	-	-	-	-
Total Expenditures					1,248,087	840,298	938,712	1,300,000	1,551,000
Net Fund Balance					375,296	602,760	508,837	-	-
Beginning Fund Balance					-	375,296	978,056	1,486,893	1,486,893
Ending Fund Balance					375,296	978,056	1,486,893	1,486,893	1,486,893

Oconee County, South Carolina
Parks, Recreation and Tourism (330)
2023-2024 Budget

Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Number of Mills	1.3	1.3	1.3	1.3	1.0
Parks, Recreation and Tourism (1.3)	726,285	779,698	897,440	770,000	620,000
Total Economic Development Financing Sources	726,285	779,698	897,440	770,000	620,000
Parks, Recreation and Tourism					
Professional	64,641	15,993	1,500	-	
Cap Buildings - High Falls	71,419	-		-	
South Cove	-	-	9,683	-	
Chau Ram Cap Building	42,734	-		-	
Cap Buildings Chau Ram (92052)	-	-		-	
Site/Dock Work Seneca Creek	-	-	936,375		
Chau Ram - Paving	-	38,065		-	
Misc	-	-	-	770,000	620,000
Total Expenditures	178,795	54,058	947,558	770,000	620,000
Excess (Deficiency) of Revenues over Expenditures	547,491	725,640	(50,118)	-	-

**Oconee County, South Carolina
Rock Quarry Enterprise Fund
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
Operating Revenues									
017	080	00805	00000	Customer Sales	6,458,098	6,596,252	7,422,341	8,508,000	9,000,000
017	080	00805	10340	Miscellaneous	10,965	68,753	40,942	5,000	5,000
Total Revenues					6,469,063	6,665,005	7,463,283	8,513,000	9,005,000
Operating Expenses									
017	719	10110	00000	Salary and Wages	799,422	739,460	802,857	905,662	922,476
017	719	10710	00000	Overtime	77,305	110,799	118,660	119,000	135,000
017	719	20013	00000	Social Security	65,907	62,216	65,925	71,695	80,897
017	719	20014	00000	Retirement	140,206	134,992	150,371	156,857	185,693
017	719	20015	00000	Workers Compensation	47,283	49,626	60,045	47,978	55,484
017	719	20016	00000	Health Insurance	174,553	210,609	271,806	173,641	201,058
017	719	20027	00000	Dental	7,474	9,857	16,454	10,450	12,100
017	719	20028	00000	Vision	1,217	1,696	3,040	1,900	2,200
				GASB 68 Pension Expense	-	(53,045)	-	-	-
Salary and Wage Totals					1,313,367	1,266,210	1,489,158	1,487,183	1,594,908
017	719	30024	00000	Equipment Maintenance	163,284	775,009	1,389,590	1,390,320	1,500,000
017	719	30025	00000	Professional	42,242	53,917	82,887	100,000	90,000
017	719	30037	00000	Equipment Rental	18,097	65,039	65,326	44,900	44,900
017	719	30039	00000	Blasting	648,161	643,916	681,033	977,000	925,000
017	719	30041	00000	Telecommunications	3,288	-	1,685	3,400	3,500
017	719	30056	00000	Data Processing	2,443	4,915	4,018	4,500	4,500
017	719	30059	00000	Copier Click Charges	1,305	1,149	1,156	1,590	1,590
017	719	30066	00000	Insurance - Property and Liability	47,917	49,916	129,723	130,000	130,000
017	719	30084	00000	Staff Development	7,196	2,204	1,995	10,000	10,000
017	719	30091	00000	Special Departmental Supplies	2,096	-	-	400	1,500
017	719	33022	00000	Building/Grounds Maintenance	5,957	15,388	19,207	39,100	100,000
017	719	34042	00000	Gas and Fuel Oil	107	999	1,624	2,000	2,000
017	719	34043	00000	Electricity	82,735	130,687	155,570	160,000	160,000
017	719	34044	00000	Water/Sewer/Garbage	2,612	3,972	3,338	4,200	4,200
017	719	40027	00000	Safety Equipment	5,160	7,365	9,192	10,600	12,500
017	719	40031	00000	Small Equipment	8,160	22,612	33,780	25,000	40,000
017	719	40032	00000	Operational	20,887	31,824	34,277	30,000	31,800
017	719	40034	00000	Food	1,474	22,734	1,997	3,000	3,200
017	719	40045	00000	Equipment/Software	1,348	-	4,538	3,000	4,200
017	719	40065	00000	Uniforms/Clothing	4,954	8,703	9,323	12,000	12,000
017	719	50841	00000	Equipment Replacement	-	-	43,400	1,784,680	959,000
017	719	50860	00000	Capital Land	-	-	411,060	410,000	410,000
017	719	60055	00000	Credit Application Fee	666	683	223	1,000	1,000
017	719	80719	00000	Vehicle Maintenance	398,535	23,862	26,722	30,000	30,000
017	719	81719	00000	Gasoline	7,888	8,949	15,330	12,000	19,000
017	719	72719	00000	Diesel	234,321	217,287	492,824	438,000	576,000
017	719	00000	00000	Loss on Sale of Capital Asset	-	-	256,825	-	-
017	719	90150	73499	Depreciation Expense	484,827	385,139	914,254	500,000	500,000
017	719	90150	73500	Depletion Expense	6,901	6,882	6,882	8,000	8,000
Total Operating Expenses					3,515,928	3,749,361	6,286,937	7,621,873	7,178,798
Net Operating Income (Loss)					2,953,135	2,915,644	1,176,346	891,127	1,826,202
017	095	00171	70010	Transfer To General Fund	(750,000)	(750,000)	(1,000,000)	(1,000,000)	(750,000)
				Transfer to Land Acquisition Fund	-	-	-	-	(250,000)
017	719	55100	00000	Lease Principal Payment	(450,072)	(468,660)	(488,016)	(508,171)	(529,158)
017	719	55200	00000	Lease Interest Payment	(250,831)	(232,179)	(214,437)	(194,281)	(173,294)
Change in Net Assets					1,502,232	1,464,805	(526,107)	(811,325)	123,750
Beginning Net Position					10,744,307	12,246,539	13,711,344	13,185,237	12,373,912
Ending Net Position					12,246,539	13,711,344	13,185,237	12,373,912	12,497,662

Oconee County, South Carolina
Debt Service Fund 090
2023 - 2024 Budget

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Requested
				Number of Mills	3.0	3.0	3.0	2.0	2.0
090	080	00805	28000	Debt Service Revenue	2,119,688	2,188,702	1,637,663	1,857,268	1,964,034
Total Debt Service Revenue					2,119,688	2,188,702	1,637,663	1,857,268	1,964,034
General Obligation Debt Service									
Principal Payments									
090	854	55100	00000	2020 GO Refunding Bond - (Formerly 2011 GO Bond Detention Center)	-	190,000	640,000	750,000	760,000
090	858	55100	00000	2016B GO Bond - Workforce Development Center	354,000	360,000	366,000	373,000	379,000
090	862	55100	00000	2014 SS Refunding Revenue Bond Pointe West (Formerly 2010 SS Revenue Bond)	273,000	278,000	289,000	294,000	303,000
090	892	55100	00000	2017 GO Refunding Bond - Keowee Fire District (Formerly 2007 GO Bond) (Final Payment FY21/22)	107,195	103,332	105,275	-	-
090	893	55100	00000	2019 GO Bond - Keowee Fire District	46,395	46,704	47,876	49,078	50,310
090	894	55100	00000	2022 GO Bond - Keowee Fire District	-	-	-	-	60,591
090	896	55100	00000	2013 GO Bond - Echo Hills	165,000	170,000	175,000	180,000	190,000
090	898	55100	00000	2011 GO Bond - Detention Center (Final Payment FY20/21)	530,000	545,000	-	-	-
					1,475,590	1,693,036	1,623,151	1,646,078	1,742,901
Interest Payments									
090	854	55200	00000	2020 GO Refunding Bond - (Formerly 2011 GO Bond Detention Center)	-	91,718	116,369	106,833	95,658
090	858	55200	00000	2016B GO Bond - Workforce Development Center	44,370	38,352	32,232	26,010	19,669
090	862	55200	00000	2014 SS Refunding Revenue Bond Pointe West (Formerly 2010 SS Revenue Bond)	-	42,066	34,143	25,907	17,528
090	892	55200	00000	2017 GO Refunding Bond - Keowee Fire District (Formerly 2007 GO Bond) (Final Payment FY21/22)	49,847	3,910	1,651	-	-
090	893	55200	00000	2019 GO Bond - Keowee Fire District	11,983	11,674	10,502	9,300	8,068
090	894	55200	00000	2022 GO Bond - Keowee Fire District	-	-	-	-	42,790
090	896	55200	00000	2013 GO Bond - Echo Hills	55,880	50,930	45,830	40,580	34,820
090	898	55200	00000	2011 GO Bond - Detention Center (Final Payment FY20/21)	322,150	16,350	-	-	-
					484,229	255,000	240,726	208,630	218,533
Issuance Costs & Fiscal Charges									
090	854	55300	00000	2020 GO Refunding Bond - (Formerly 2011 GO Bond Detention Center)	125,000	-	-	-	-
090	862	55300	00000	2014 SS Refunding Revenue Bond Pointe West (Formerly 2010 SS Revenue Bond)	1,956	1,956	-	2,000	2,000
090	893	55300	00000	2019 GO Bond - Keowee Fire District	-	-	-	-	-
090	894	55300	00000	2022 GO Bond - Keowee Fire District	-	-	-	-	-
090	896	55300	00000	2013 GO Bond - Echo Hills	591	591	591	560	600
090	898	55300	00000	Payment FY20/21)	650	-	-	-	-
					128,197	2,547	591	2,560	2,600
Total Debt Service Expenditures					2,088,017	1,950,583	1,864,469	1,857,268	1,964,034

Oconee County, South Carolina
Debt Service Fund 090
2023 - 2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Requested
	Number of Mills	3.0	3.0	3.0	2.0	2.0
Other Financing Sources (Uses)						
Transfers						
	Transfer In - From 10 Fund	-	-	-	-	-
	Transfer In - From 12 Fund	-	-	-	-	-
	Transfer In - From 315 Fund	-	-	-	-	-
	Transfer Out - To 10 Fund	-	-	-	-	-
	Transfer Out - To 12 Fund	-	-	-	-	-
Proceeds from Debt						
	2019 GO Bond - Keowee Fire District	-	-	-	-	-
	2017 GO Refunding Bond - Keowee Fire District (Formerly 2007 GO Bond)	-	-	-	-	-
	2020 GO Refunding Bond - (Formerly	7,369,900	-	-	-	-
	Bond Escrow Agent					
	2011 GO Bond - Detention Center	(7,244,900)	-	-	-	-
Short Term GO Debt Transactions Reclassified to Short Term						
	2015 Short Term GO Bond - Bountyland Substation, South Cove & Library Proceeds	-	-	-	-	-
	Payment	-	-	-	-	-
	2016A Short Term GO Bond - Oconee Industry and Technology Park Proceeds	-	-	-	-	-
	Payment	-	-	-	-	-
Total Debt Service Other Financing Sources (Uses)		125,000	-	-	-	-
Net Change in Fund Balance		156,672	238,119	(226,806)	0	0
Beginning Fund Balance		2,236,893	2,393,565	2,631,684	2,404,878	2,404,878
Ending Fund Balance		2,393,565	2,631,684	2,404,878	2,404,878	2,404,878

Oconee County, South Carolina
Debt Service Fund 090
2023-2024 Budget

Description	General Obligation Bonds				General Obligation Refunding Bond	Special Source Refunding Revenue Bond	Totals
	Series 2022 <i>Keowee Fire Tax District</i>	Series 2019 <i>Keowee Fire Tax District</i>	Series 2016B <i>Workforce Development Center</i>	Series 2013 <i>OITP -Echo Hills Commerce Park</i>	Series 2020 <i>2011 GO Bond - Detention Center</i>	Series 2014 <i>Pointe West</i>	
	Principal	60,591	50,310	379,000	190,000	760,000	
Interest	42,790	8,068	19,669	34,820	95,658	17,528	218,533
Fiscal Charges	-	-	-	600	-	2,000	2,600
Total Debt Service Payments	103,381	58,378	398,669	225,420	855,658	322,528	1,964,034

Original Principal	1,100,000	511,500	3,300,000	2,600,000	8,000,000	2,993,000
Outstanding Principal as of 6/30/2023	1,100,000	321,447	1,157,000	1,010,000	6,420,000	615,000
Term	14 Years	10 Years	10 Years	15 Years	11 years	11 Years
Final Maturity Date	2037	2029	2026	2028	2031	2025
Coupon Interest Rate(s)	3.89%	2.51%	1.70%	3-3.6%	1.49%	2.85%
Counts Against Debt Limit	No	No	Yes	Yes	Yes	No

**PLANNED ADMINISTRATORS, INC.
ADMINISTRATIVE SERVICES ONLY (ASO) AGREEMENT**

This Agreement, dated this 20th day of April, 2023, effective for the Administrative Service Period of 12 months beginning May 1, 2023, and ending April 30, 2024, is entered into by and among the Plan Sponsor/Administrator, Oconee County, and the Plan Supervisor, Planned Administrators, Inc. ("PAI").

WITNESSETH:

Whereas, The Plan Sponsor/Administrator identified above has adopted an Employee Health and Welfare Benefit Plan known as the Oconee County Employee Health and Welfare Benefit Plan ("Plan"), which is set forth in the Plan Document, for certain employees and their dependents (hereinafter referred to as "covered persons"); and

Whereas, PAI has been designated by the Plan Sponsor/Administrator as the Third Party Administrator (TPA) to provide administration and claims services for the establishment and operation of the Plan; and

Whereas, the Plan Sponsor/Administrator has requested that PAI perform the services that are specified in the Agreement and PAI has agreed to do same upon the terms and conditions hereinafter set forth.

Now therefore, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

SECTION 1. ADMINISTRATIVE SERVICES

- 1.1 To the extent specified in Exhibits A, B, C & D attached hereto, PAI shall provide the services for, and shall assist the Plan Sponsor/Administrator in, the administration of the Plan.
- 1.2 PAI shall follow the terms and provisions of the Plan Document in accordance with the Plan Sponsor/Administrator's intent and directions in carrying out the terms and purposes of this Agreement.
- 1.3 To the extent set forth in Exhibits A, B, C & D, PAI shall assist the Plan Sponsor/Administrator in the preparation of any report, or similar papers, required by a state or federal authority, for the Plan.

SECTION 2. PLAN SPONSOR/ADMINISTRATOR OBLIGATIONS

- 2.1 It is understood that the effective performance of all obligations hereunder by PAI will require that the Plan Sponsor/Administrator furnish to PAI certain timely reports and information in a form and manner specified by PAI, and such shall be as follows:
 - A. Previous Plan Document and Health Insurance Contract;
 - B. Plan Summary Booklet;
 - C. Copy of previous Carrier's billing for month preceding the effective date of coverage of the new Plan;
 - D. Complete, legible, and accurate enrollment forms on all covered employees and timely submission of Employee Data Change Forms and Health Questionnaires when appropriate;
 - E. Any and all necessary information regarding any Excess Loss (Stop Loss) Insurance ("Excess Loss (Stop Loss) Insurance" means the insurance procured by the Plan Sponsor/Administrator that insures against claims made in excess of certain amounts); and
 - F. Other information or documentation as may be required from time to time, within 30 days of request.

If applicable, items A through C shall be delivered to PAI within 15 days of the effective date of this Agreement. Item D shall be delivered to PAI no later than the 20th of each month for enrollments, changes, and questionnaires completed during the prior calendar month.

- 2.2 PAI shall not be responsible for delay in the performance of the claim and administrative and billing services

caused by failure of the Plan Sponsor/Administrator to furnish any required information on a timely basis.

- 2.3 The Plan Sponsor/Administrator shall comply with all requirements of the Employee Retirement Income Security Act of 1974 and any other laws and regulations covering self-funded employee benefits programs.
- 2.4 The Plan Sponsor/Administrator shall be responsible for determining which covered persons are eligible for benefits under the Plan and shall certify this eligibility to PAI. Eligibility determinations shall be made by the Plan Sponsor/Administrator in compliance with the terms of the Plan Document. The Plan Sponsor/Administrator is responsible for ensuring that any member (employees or employees' dependents who Plan Sponsor/Administrator determines are eligible to participate in the Plan and who have elected to participate in the Plan) coverage rescissions reported to PAI are due to fraud, intentional misrepresentation of material fact or non-payment of premium contribution amounts. Any member notices required by law due to rescissions of coverage are also the Plan Sponsor/Administrator's responsibility. The Plan Sponsor/Administrator is responsible for reconciling its employment records to the lists of covered employees on PAI's monthly invoices, and reporting any discrepancies to PAI.
- 2.5 The Plan Sponsor/Administrator shall open and maintain a separate checking account at the bank of its choice, from which claims payments will be issued. The Plan Sponsor/Administrator shall provide PAI with bank account documentation, i.e. signature card, MICR encoded bank specifications sheet. Claims checks will be issued from this account on a twice-weekly basis. The Plan Sponsor/Administrator shall be responsible for timely deposit of sufficient funds for claims checks to be mailed two business days following the date of the check issuance (check date). Escheat/Unclaimed Funds reporting and compliance shall be the responsibility of the Plan Sponsor/Administrator.
- 2.6 The Plan Sponsor/Administrator is responsible for timely payment of all premiums for any insurance purchased by or for the benefit of the Plan. The Plan Sponsor/Administrator has the final authority to decide the insurance company(s) that will provide any such insurance.
- 2.7 If the Plan Sponsor/Administrator purchases COBRA services from PAI, Plan Sponsor/Administrator shall:
- A. Complete a COBRA initial notification form (which shall be provided by PAI or its designee within ninety (90) days of any new employees and within thirty (30) days of a member's Qualifying Event (as defined in the Plan Document));
 - B. Determine the amount of contributions required for COBRA continuation coverage and notify PAI or its designee of such amount;
 - C. Inform PAI or its designee of continuation rights, by use of the COBRA notification form or other electronic means upon the occurrence of a Qualifying Event;
 - D. Notify PAI or its designee upon receipt of notification of any second Qualifying Event.

If the Plan Sponsor/Administrator does not purchase COBRA services from PAI, then this section is not applicable.

- 2.8 Internal Revenue Code Section 125 Plan ("125 Plan") Services: If applicable and if the Plan Sponsor/Administrator purchases 125 Plan Services from PAI, then the Plan Sponsor/Administrator shall:
- A. Sponsor and encourage employee support of the 125 Plan.
 - B. Provide PAI or its designee (in a format reasonably acceptable to PAI or its designee) any necessary employee payroll, census, benefit information and any other information reasonably requested from time to time by PAI or its designee.
 - C. Be responsible for creation of any 125 Plan documents.
 - D. At all times be responsible for contributions to the 125 Plan and funds held by the 125 Plan.

- E. Report participant terminations and changes of family status to PAI or its designee.
- F. Reconcile payroll amounts redirected to the 125 Plan.
- G. Complete and file form(s) 5500 with the IRS each plan year.
- H. Initiate any action required in the event 125 Plan becomes discriminatory.
- I. Distribute funds according to the requirements of the 125 Plan and PAI's or its designee's direction.

If the Plan Sponsor/Administrator does not purchase 125 Plan Services from PAI, then this section is not applicable.

- 2.9 Summary of Benefits and Coverage (SBC): The Plan Sponsor/Administrator agrees:
- A. To promptly provide to PAI the information necessary to complete the SBC;
 - B. There is an understanding and agreement that the Plan Sponsor/Administrator's failure to provide information in a timely manner may substantially delay and/or jeopardize the timely delivery of the SBC;
 - C. To distribute the SBC required under the Patient Protection and Affordable Care Act (PPACA) to members;
 - D. To ensure that electronic access shall be restricted to a "read-only" or similar basis;
 - E. To replace any hard-copy SBC that is modified by PAI;
 - F. That the hard-copy SBC on file with PAI shall control in the event of any discrepancy; and
 - G. That the Plan Sponsor/Administrator remains solely responsible for the content of the SBC and all other legal requirements related to the SBC. To the extent that PAI incurs any liability as a result of the preparation or distribution of the SBCs to Plan Sponsor/Administrator's members, Plan Sponsor/Administrator shall fully indemnify PAI.

SECTION 3. PAYMENTS

- 3.1 **Monthly Billing** - Monthly billings reflecting Fixed Costs (all Plan Costs except Claim Costs) will be provided to the Plan Sponsor/Administrator to arrive approximately seven (7) calendar days prior to the first day of the month in which it is due. This bill will reflect all written changes received by PAI prior to the 10th day of the previous month. Payment is due on the 1st day of each month, and will be delinquent if not received prior to the 10th. All claims adjudication will be curtailed on delinquent accounts until such time as the account is brought current. If payment is not received within 30 days following the due date, PAI Administrative and Claims Services may be cancelled. If life insurance premiums are included on the billing, that coverage will also be cancelled. The Plan Sponsor/Administrator is required to pay as billed and accept reasonable or appropriate retroactive additions or terminations, if applicable, on the subsequent month's billing.
- 3.2 If during the operation of the Plan, any tax (other than state or federal income taxes), or any other assessment or premium charge shall be assessed against the Plan, or if PAI is required to pay such tax, PAI shall report the payment to the Plan Sponsor/Administrator and the Plan Sponsor/Administrator shall reimburse PAI for the same, to exclude any expenses or taxes that are not appropriately allocable to the operation of the Plan.
- 3.3 In addition to monthly administrative, claims, and handling fees, the Plan Sponsor/Administrator shall pay PAI additional charges for any special request items or services not specifically covered in Exhibits A, B, C & D. Such items may be:
- A. Printing and supplies expenses incurred after exhausting the supplies provided under the initial set-up fee for Plan inserts, Plan Document changes, ID cards, etc.;
 - B. Special statistical reports other than customary or annual reports, (See Exhibit B, paragraph F). Unusual or

extraordinary expenses for services or support that PAI and the Plan Sponsor/Administrator mutually agreed upon.

- 3.4 All charges incurred as a result of paragraph 3.3 will be submitted for payment on the next Plan monthly billing statement and subject to payment in full with that billing remittance.
- 3.5 All charges incurred for services to be rendered for an administrative run-out of claims at termination of a contract will be billed and remitted as set forth in Section 9, Termination of Agreement, paragraph 9.5.
- 3.6 PAI has the right to change the monthly Fixed Costs charges, in the following circumstances. PAI will, to the extent possible, give the Plan Sponsor/Administrator no less than thirty (30) days advance written notice of the change. The portion of the Fixed Costs representing policy premiums (if any) may be changed at any time the policy premiums are changed by the insurer(s). The administrative service fees of PAI may be changed once every twelve months. PAI may also change the administrative service fees (1) on the date a substantive change is made to the Plan which increases the responsibilities of PAI or (2) on the date the number of employees covered by the Plan has changed by 25% or more since the date the then current administrative services fees were effective. If Fixed Costs charges change during the term of this Agreement, an amended Schedule D will be prepared, agreed upon and initialed by both parties to the Agreement.

SECTION 4. MISCELLANEOUS PROVISIONS

- 4.1 PAI in performing its obligations under this Agreement is acting only as an agent of the Plan Sponsor/Administrator. For the purposes of the Employee Retirement Income Security Act of 1974, as amended from time to time, and any applicable state legislation of similar nature, the Sponsor shall be the Administrator of the Plan, unless the Sponsor by action of its Board of Directors designates an individual or committee to act as Administrator. In no instance shall PAI be deemed to be, or be, the Sponsor or the Administrator of the Plan for purposes of the Employee Retirement Income Security Act of 1974, as amended from time to time. Both parties acknowledge and agree that all documents and records generated by PAI in performance of its obligations under this Agreement are owned by the Plan Sponsor/Administrator, and that PAI serves as the custodian of such documents and records on behalf of the Plan Sponsor/Administrator.
- 4.2 PAI shall not be liable, nor advance its funds, for the payment of claims under the Plan or insurance or other premiums or monies owed to other providers of goods or services that are the responsibility of the Plan Sponsor/Administrator. PAI shall not be considered the Insurer or Underwriter of the liability of the Plan Sponsor/Administrator to provide benefits for the Plan's covered persons and the Plan Sponsor/Administrator shall have final responsibility and liability for payment of claims in accordance with the provisions of the Plan.
- 4.3 This Agreement shall not restrict PAI from pursuing any and all legal or equitable remedies from any party for any claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses ("Damages") resulting from, or related to, any third party claim under this Agreement or the Sponsor/Administrator's Plan or the Plan Document if PAI is acting or administering the Sponsor/Administrator's benefits or Plan Document at the express direction and/or instruction of Sponsor/Administrator unless such Damages are the direct consequence of criminal conduct, fraud or willful misconduct on the part of PAI.
- 4.4 PAI agrees to indemnify and hold harmless the Plan Sponsor/Administrator from any and all claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses, including a reasonable attorney's fee (for attorneys chosen by The Plan Sponsor/Administrator), arising out of or related to the Plan, Plan Document or this Agreement, but only if resulting from PAI's criminal conduct, fraud, or willful misconduct.
- 4.5 The Plan Sponsor/Administrator also recognizes and agrees that Plan Sponsor/Administrator's failure to adhere to the check release process as outlined in Section 4.10, or Plan Sponsor/Administrator's failure to pay the Administrative Fee due to PAI under this Agreement, may result in PAI incurring significant costs and has the potential to result in a delay in the release of the claims checks, Provider Vouchers and Explanation of Benefits Statements beyond the time frames for such release as set forth in the U.S. Department of Labor claims regulations. In the event that the Plan Sponsor/Administrator delays the release of any claims checks, or fails to

pay the Administrative Fee, PAI will be entitled to indemnification for any and all claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses, including attorneys' fees (for attorneys chosen by PAI), resulting from, or arising out of, based on, or in connection with such delay or non-payment.

- 4.6 PAI may secure the services of actuaries, computer service firms and any other firms it deems necessary in performing its duties under this Agreement.
- 4.7 Both parties acknowledge and agree that pursuant to this Agreement, PAI is an independent contractor under South Carolina State law. Personnel performing services under this Agreement will remain employees of their respective parties and no such employee of either party shall be considered in any way to be an agent, officer, representative, or employee of the other party, or have binding authority as an agent, officer, representative, or employee of the other party.
- 4.8 A. If PAI becomes aware of an excess payment or overpayment made under the Plan in excess of \$50.00, PAI shall use its standard overpayment collection processes and procedures to attempt to recover any overpayment; PAI will not attempt to recover overpayments in the amount of \$50.00 or less. PAI's services for its standard overpayment collection processes are included in the Administrative Charge. In the event PAI uses the services of a Medical Provider Audit Firm ("MPAF"), the fee for such MPAF services shall be based on a percentage of the amount recovered and is listed on Exhibit D. PAI, in its sole discretion, shall settle and resolve overpayments on any basis it determines is reasonable (provided that PAI may only pursue litigation in accordance with this Section 4.8), including payment of less than the entire overpayment amount. Notwithstanding the foregoing, PAI is not required to initiate court proceedings to comply with this Section 4.8; however, if PAI determines that litigation is necessary to collect the overpayment, PAI will notify Plan Sponsor/Administrator, and Plan Sponsor/Administrator will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney's fees; PAI shall deliver any related files to the Plan Sponsor/Administrator for the Plan Sponsor/Administrator to pursue such amount. PAI shall notify the Plan Sponsor/Administrator whenever attempted recovery of overpayments is unsuccessful, and the Plan Sponsor/Administrator shall hold PAI harmless for any overpayment not recovered.
- B. If PAI becomes aware of a subrogation claim in excess of \$50.00, PAI shall use its standard processes and procedures to attempt to recover the subrogation claim; PAI will not attempt to recover overpayments in the amount of \$50.00 or less. PAI shall charge an additional fee based on a percentage of the subrogation amount recovered (hereinafter the "Subrogation Fee"). The Subrogation Fee is listed on Exhibit D and is not included in the Administrative Charge or any other fee described herein. PAI, in its sole discretion, shall settle and resolve all such claims on any basis it determines as reasonable, including collection of less than the entire amount of such claim and contributions to the Member's attorney's fees. Notwithstanding the foregoing, PAI is not required to initiate court proceedings to comply with this Section 4.8. In the event PAI determines litigation is necessary to recover a subrogation claim, PAI will notify Plan Sponsor/Administrator, and Plan Sponsor/Administrator will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney's fees; PAI shall deliver any related files to the Plan Sponsor/Administrator, for the Plan Sponsor/Administrator to pursue such amount. PAI shall notify the Plan Sponsor/Administrator whenever attempted recovery of subrogation claims is unsuccessful, and the Plan Sponsor/Administrator shall hold PAI harmless for any subrogation claim not recovered. If the Plan Sponsor/Administrator separately contracts with an outside vendor for subrogation services, references to subrogation recovery in this paragraph are not applicable.
- 4.9 The Plan Sponsor/Administrator has separately contracted with a pharmacy benefits manager ("PBM"). PAI shall be entitled to rely on any information provided to it by the Plan Sponsor/Administrator's PBM. PAI shall base certain eligibility, coverage and other determinations in the performance of its responsibilities under this Agreement in reliance on the information so provided, and shall not be required to confirm or verify the accuracy, authenticity or completeness of any information so provided. PAI shall not be liable for any damages that may result from its reliance on and/or utilization of inaccurate or incomplete information received from the Plan Sponsor/Administrator's PBM. If the Plan Sponsor/Administrator's PBM does not electronically exchange member level claims data with PAI, then PAI is not responsible for (1) integrating pharmaceutical claims payment information into members' maximum out-of-pocket accumulators or (2) inclusion of pharmaceutical claims

payment information in stop loss claims submissions for reimbursement.

- 4.10 The Plan Sponsor/Administrator agrees to operate under the prescribed procedures for auto-release of their claims checks. Checks will be mailed two business days after the date of the checks. Failure of the Plan Sponsor/Administrator to comply with prescribed auto-release procedures may result in immediate placement of claims processing on administrative hold.
- 4.11 PAI shall not be bound by any notice, or directive or request unless and until it is received in writing at its office in Columbia, South Carolina, addressed to Planned Administrators, Inc., Post Office Box 6927, Columbia, South Carolina 29260.
- 4.12 This Agreement, including any attached Exhibit, Schedule, Attachment or Supplement, contains the entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. Unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

SECTION 5. LAWS GOVERNING AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of South Carolina, except to the extent such laws are preempted by the Employee Retirement Income Security Act of 1974 and any other federal law in which such federal law shall apply.

SECTION 6. AGREEMENT COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterpart shall constitute but one of the same instrument.

SECTION 7. MODIFICATION OF AGREEMENT

This Agreement and any attachments thereto constitute the entire Agreement between the parties. Changes in the Agreement or in any attachments must be mutually agreed to, in writing, signed and delivered to the respective parties.

SECTION 8. TIME LIMIT FOR FILING CLAIMS

- 8.1 It is understood that the Plan Sponsor/Administrator has implemented a self-funded health benefit plan and that all provisions of the Plan must be described in a Plan Document.
- 8.2 The Plan Sponsor/Administrator understands that if it purchases Excess Loss (Stop Loss) coverage to reimburse it for some losses sustained under the Plan, the coverage contract will contain a time limit within which covered and complete claims must be filed by persons covered under the Plan in order for the loss to be reimbursable to the Plan Sponsor/Administrator.
- 8.3 It is understood that the Plan Sponsor/Administrator is responsible for the Plan Document and for all provisions in the Plan Document including, but not limited to, a description of any time limits within which complete claims must be filed. It is understood, further, that if the Plan Document provides for a longer time period to pay claims than the Excess Loss (Stop Loss) coverage provides, there could be claims payable under the Plan which will not be reimbursed by the Excess Loss (Stop Loss) contract, which otherwise might have been reimbursable. In all cases where claims are submitted to PAI for payment, PAI is responsible for processing and presenting claims for payment to the Plan Sponsor/Administrator in a time and manner as specified in Exhibit B, and within a reasonable timeframe to secure reimbursement under the Excess Loss (Stop Loss) contract. If PAI receives a claim after the deadline for reimbursement under the Excess Loss (Stop Loss) contract, PAI will promptly notify the Plan Sponsor/Administrator. PAI will not disrupt the standard flow of the adjudication process, but will follow its standard processing procedures.

Claims must be filed with PAI within the time requirements as set forth in the Plan Document, unless it was not

reasonably possible to do so. PAI will determine if enough information has been submitted to enable proper consideration of the claim.

- 8.4 For purposes of claims processing, a complete claim is one that includes all information necessary for PAI to properly adjudicate the claim. If PAI receives incomplete claims or if the claim is considered incomplete due to any other information being needed, PAI will request the needed information and the Plan Sponsor/Administrator shall be notified in writing, via a monthly "LPR-Claim Letter Listing" report, which informs the Plan Sponsor/Administrator about any claims received by PAI that are pending additional information. This report provides information regarding all letters PAI has sent out to subscribers on behalf of the Plan Sponsor/Administrator, requesting additional information necessary to complete the adjudication of the claim in question. PAI will use reasonable means to secure the information needed for the incomplete claim to become complete. It is ultimately, however, the responsibility of the Plan Sponsor/Administrator to secure any information needed by PAI.
- 8.5 If PAI receives any claim which is incomplete, as described in paragraph 8.4 and the information needed to make the claim complete is not received within the claim filing and payment time limit in the Excess Loss (Stop Loss) contract, that claim if subsequently paid under the Plan may not be reimbursed to the Plan Sponsor/Administrator by the carrier providing the Excess Loss (Stop Loss) coverage.

SECTION 9. TERMINATION OF AGREEMENT

- 9.1 This Agreement may be terminated by either party by written notice of intention to terminate given to the other party, to be effective as of a certain date set forth in the written notice which shall not be less than thirty (30) days from the date of such notice. Failure by the Plan Sponsor/Administrator to render written notice of at least thirty (30) days will result in the equivalent of one month's administrative service fees being due to the Plan Supervisor, payable immediately. Failure of the Plan Sponsor/Administrator to remit said amount will void and invalidate any further obligation of PAI to furnish materials or data as outlined in Section 9, paragraph 9.5, item C.
- 9.2 This Agreement shall automatically terminate in the event of:
- A. Bankruptcy or insolvency of the Plan Sponsor/Administrator or PAI;
 - B. Failure by the Plan Sponsor/Administrator to deliver to PAI on a timely basis the reports and information set forth in Section 2, paragraph 2.1;
 - C. Merger, sale or consolidation of Plan Sponsor/Administrator, unless the surviving entity, as new Plan Sponsor/Administrator, and PAI agree to continue this Agreement;
 - D. Merger, sale or consolidation of PAI, unless the surviving entity, as new Plan Supervisor, and Plan Sponsor/Administrator agree to continue this Agreement;
 - E. The enactment of any law or the promulgation of any regulation, which makes illegal the continuance of this Agreement or the performance of any obligations hereunder;
 - F. Failure of the Plan Sponsor/Administrator to deposit funds for the payment of claims within a two week time period from the date of the checks.

Provided, however, in the event of any termination of this Agreement pursuant to items A through F of this Section 9.2, such termination shall not occur and shall not be effective until the 15th day after the terminating party notifies the other party in writing that the Agreement is being terminated. As to items B and F above, there shall be a right to cure the default during the first 7 days of this 15-day notice period.

- 9.3 In the event of termination of this Agreement, PAI shall complete the processing of all fully documented requests for claim payments under the Plan that were received by it and are due and payable prior to the termination of this Agreement, but it shall have no obligation:
- A. To complete the processing of any such requests upon its determination that the Plan Sponsor/Administrator

has failed to provide funds for the payment of benefits due;

- B. To process requests for claim payments that were received by it after termination of this Agreement;
- C. To process requests for claims payment for which full documentation does not arrive at PAI until after the termination of the Agreement;
- D. To issue checks after the termination date for requests for claim payment relative to conditions existing on or after such date.

9.4 All checks issued by PAI, which are outstanding upon the termination of this Agreement or issued thereafter in accordance with Section 9, paragraph 9.3, shall continue to be the responsibility and liability of the Plan Sponsor/Administrator. The Plan Sponsor/Administrator shall continue to be responsible and liable for the payment of all benefits and expenses under the Plan after the termination of this Agreement.

9.5 Notwithstanding anything herein to the contrary, if the Agreement is terminated for any reason the following applies:

- A. Termination of this Agreement will result in cessation of all administrative and claims services, upon the date of termination. However, when mutually agreeable the Plan Sponsor/Administrator can request an Administrative and Claims Service Agreement only, to allow for the orderly resolution of the incurred but not paid, pending claims (runout). This in no way will be construed as an extension of any insurance contracts that may exist. Such an agreement can be arranged for three months at a time (up to a total of 12 months), and the runout fees will be based on the administrative rates and number of enrollees on the invoice of the final month of the contract. The monthly runout fees will be determined at the time of contract termination. The monthly runout fees will be equal to 100% of the last contract month's administrative fees for the first three months, 50% of the last contract month's administrative fees for the fourth through sixth months, and 25% of the last contract month's administrative fees for the seventh through twelfth months. Any runout PPO network fees are not reduced quarterly in the same manner as the administrative fees. The runout fees will be payable in advance, unless otherwise agreed upon.
- B. PAI will deliver to the Plan Sponsor/Administrator, for a standard end-of-contract reporting fee of \$500.00, the following items after the termination of this Service Agreement:
 - 1. The Plan year-end closing documentation;
 - 2. A final accounting of all reimbursements made by the Excess Loss (Stop Loss) Carrier;
 - 3. All unused check stock;
 - 4. Copies of paperwork on outstanding reimbursements which was forwarded to Excess Loss (Stop Loss) Carrier;
 - 5. Claims submitted but not processed;
 - 6. All claims documentation and other materials utilized to process claims;
 - 7. A listing of all deductible and out-of-pocket accumulations;
 - 8. Any other documents or records for which PAI is responsible pursuant to the terms of this Agreement.
- C. The delivery of those items in the paragraph above to the Plan Sponsor/Administrator or its representative will release PAI of all further administrative, legal, financial and consultative responsibility of any ongoing or future actions that may be taken by claimants or providers of services, etc.

In Witness whereof, the Plan Sponsor/Administrator and PAI have executed this Agreement as of the day and year first above written.

For: **OCONEE COUNTY**
By: *Amanda F Brock*
(Signature)
Name: Amanda F Brock
(Print)
Title: Administratr
Date: 04.24.2023
(Please enter exact date signed.)

For: **PLANNED ADMINISTRATORS, INC. (PAI)**
By: *Timothy D Schmid*
(Signature)
Name: Tim Schmid
(Print)
Title: Director of Sales and Stop Loss
Date: 04/25/2023
(Please enter exact date signed.)

This Agreement shall be effective on the earlier of the Effective Date or, if Plan Sponsor/Administrator shall not return an executed copy prior to the Effective Date, the first date the Plan Sponsor/Administrator receives Services. If Plan Sponsor/Administrator has not returned an executed copy of this Agreement prior to the receipt of Services, then the version of this Agreement initially provided to the Plan Sponsor/Administrator shall control.

EXHIBIT A

General Administrative Services

1. PAI will provide technical assistance, guidance and administrative support in the preparation for approval by the Plan Sponsor/Administrator of the following:
 - A. Standard Plan Document with the Schedule of Benefits (Benefit Booklet);
(If Plan Sponsor/Administrator has not returned an approved and executed copy of the Plan Document prior to the receipt of Services, then the version of the Plan Document initially provided to the Plan Sponsor/Administrator shall control.)
 - B. Billing format;
 - C. Checks for any bank account.
2. PAI will provide the following:
 - A. Enrollment/Change Forms;
 - B. Claim Forms (medical, dental, and disability);
 - C. Health Questionnaires;
 - D. Monthly billing;
 - E. Explanation of benefit forms (EOB);
 - F. Standard PAI identification cards.
3. PAI may perform the marketing function to obtain quotes and coordinate the procurement process for any Stop Loss Insurance Contracts.
4. PAI will furnish information to the Plan Sponsor/Administrator necessary for the Plan Sponsor/Administrator to complete 5500 filings (if applicable), within the prescribed deadline of 120 days from end of Plan year. It is the Plan Sponsor/Administrator's responsibility to determine whether the Plan is required to file Form 5500.
5. PAI will print and mail 1099s to the appropriate recipients at the end of each calendar year. PAI's actual cost will be billed to the Plan Sponsor/Administrator. PAI will also electronically file the 1099 information returns with the appropriate governmental authorities, on behalf of the Plan Sponsor/Administrator.
6. If Plan Sponsor/Administrator purchases COBRA Services from PAI, PAI or its designee shall:
 - A. Mail the initial COBRA rights notice (as approved by the Department of Labor) to the member or dependent under the Plan. A separate COBRA rights notice will be mailed to the covered spouse if applicable.
 - B. Send the appropriate COBRA notice and election forms to the qualified beneficiaries and monitor the election period for the COBRA beneficiaries upon notice of a qualified member. (Forms must be completed in its entirety; incomplete elections will be treated as elected as offered.)
 - C. Bill and collect the initial premium payment covering the period during which coverage would have normally ended to the date the beneficiary elects COBRA continuation.
 - D. Bill and collect the monthly premiums from the COBRA beneficiaries who elected continuation of coverage beginning with the first monthly premium due after notice of continuation coverage is made by the beneficiary.
 - E. Monitor the appropriate continuation of coverage period for each beneficiary and disenroll the beneficiary at the end of the period of continued coverage.
 - F. Send conversion notices to eligible COBRA beneficiaries to the extent and within the period prescribed by applicable law, provided that a conversion option is included in their Plan Document.
 - G. Not be responsible for giving notice to the COBRA continuants of any open enrollment periods as well as the available benefit plan options and applicable premium rates for the periods.
 - H. Provide reports as follows:

- 1) a monthly report summarizing the following items for the preceding month: coverage elections and terminations; premium payment status; eligibility expirations; and all changes related to coverage and/or demographics that have been affected;
 - 2) a daily report indicating: receipt of initial premium, notice of election (including type of coverage chosen) and notice of termination (including date of and reason for termination);
 - 3) additional reports may be available upon mutual agreement and for an additional fee.
- I. Forward contributions received for the preceding month to Plan Sponsor/Administrator on a monthly basis, less any amount due as payment for COBRA Services furnished pursuant to this Agreement.

Neither PAI nor its designee shall be responsible for providing notice of any open enrollment periods, available benefit plan options, and/or applicable premium rates for such periods.

PAI or its designee shall rely upon any information provided to it by the Plan Sponsor/Administrator, shall base certain eligibility, coverage and other determinations in the performance of its responsibilities under this Agreement in reliance on the information so provided, and shall not be required to confirm or verify the accuracy, authenticity or completeness of any information so provided. PAI's or its designee's only obligation hereunder shall be to compile such information accurately and to utilize such information in performing its responsibilities under this Agreement.

If the Plan Sponsor/Administrator does not purchase COBRA services from PAI, then this section is not applicable.

7. If Plan Sponsor/Administrator purchases 125 Plan Services from PAI, PAI or its designee shall:
- A. Provide sample announcement letters, sample communications materials for employee education and annual enrollment materials as requested by the Plan/Administrator.
 - B. Process employee reimbursement requests as directed by the Employer's Section 125 Plan, 125 Plan Master Application and IRS guidelines.
 - C. Provide toll-free customer service access via telephone.
 - D. Provide 125 Plan discrimination reports at the beginning and end of the year.
 - E. Provide standard monthly reports for reconciling amounts redirected to the 125 Plan. Standard monthly reports include:
 - 1) Reports detailing the monthly administrative fees;
 - 2) Reports detailing billing for employees; and,
 - 3) Reports detailing employees' elections and participation.
 - F. Not have any obligation or duty to maintain any accounts or handle funds on behalf of the Plan Sponsor/Administrator.

If the Plan Sponsor/Administrator does not purchase 125 Plan Services from PAI, then this section is not applicable.

EXHIBIT B

Claim Payment Services

1. PAI shall, in accordance with the terms of the Plan Document or other written agreements, as originally stated or as subsequently amended, do the following:
 - A. Promptly process claims with respect to covered persons and calculate the amounts due and payable in accordance with the Plan Document.
 - B. Prepare for signature by the authorized party, process and distribute payment checks drawn on the Plan's checking account.
 - C. Prepare and submit all reports and notices of claims to the reinsurer in a time and manner required by the Excess Loss Insurance Policy; maintain records reasonably required by the reinsurer and furnish to the reinsurer upon request, all pertinent data with respect to Covered Persons as required by the Excess Loss Insurance Policy; or perform any other duty in a time and manner as specified in the Excess Loss Insurance Policy. PAI shall promptly notify Plan Sponsor/Administrator of any notices received by PAI from the reinsurer, and promptly forward Excess Loss Insurance reimbursements received from the reinsurer to the Plan Sponsor/Administrator.
 - D. Maintain current and complete records and files of claim payments for each covered person in accordance with PAI's current practices.
 - E. Request, as needed, any Medical Records necessary with which to process claims and file claims reimbursements with the Excess Loss (Stop Loss) carrier on behalf of the Plan Sponsor/Administrator. The Plan Sponsor/Administrator shall be responsible for any expenses incurred in obtaining these Medical Records. This expense will be charged against the Plan Sponsor/Administrator's claims account.
 - F. Submit the following claims related reports to the Plan Sponsor/Administrator:
 1. Check register;
 2. Monthly Individual Specific Analysis (policy year); Benefit Analysis (month-to-date) and Coverage Analysis;
 3. Loss Ratio Report and Benefit Analysis (year-to-date);
 4. The reports in items 1 through 3 above, if requested at intervals other than specified above, will be provided for an additional fee. Non-standard reports such as Cost Containment, Lag Studies, or other program reports, can also be provided for an additional fee. Any such additional fees will be pre-approved by the Plan Sponsor/Administrator.
 - G. Conduct reviews of all written appeals of claim decisions. Claims appeal findings and determinations are subject to the Plan Sponsor/Administrator's right for final approval or denial.

EXHIBIT C

Agreement Regarding Disclosure of Group Claim Information

HIPAA

1. HIPAA. For purposes of this Section 1, any reference to Plan Sponsor/Administrator shall include any group health plan administrated pursuant to the Administrative Services Agreement (the "Agreement").
 - A. Privacy of Protected Health Information.
 - i. PAI is permitted or required to use or disclose Protected Health Information ("PHI") it creates or receives for or from Plan Sponsor/Administrator's health plan or to request PHI on Plan Sponsor/Administrator's health plan's behalf as follows:
 - a. PAI is permitted to request the PHI on Plan Sponsor/Administrator's health plan's behalf, and to use and to disclose the Minimum Necessary PHI to perform functions, activities, or services for or on behalf of Plan Sponsor/Administrator's health plan, as specified in this Agreement.
 - b. PAI may use or disclose PHI it creates for or receives from Plan Sponsor/Administrator as necessary for data aggregation purposes. PAI may use the PHI for PAI's proper management and administration or to carry out PAI's legal responsibilities. PAI may disclose the PHI for PAI's proper management and administration or to carry out PAI's legal responsibilities only if:
 - 1) The disclosure is required by law; or
 - 2) PAI obtains reasonable assurances, in the form of a written contract, from any person or organization to which PAI will disclose PHI that the person or organization will hold such PHI in confidence and use or further disclose it only for the purpose for which PAI disclosed it to the person or organization or as required by law, and promptly notify PAI of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
 - ii. PAI will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Plan Sponsor/Administrator's Electronic Protected Health Information that PAI creates, receives, maintains, or transmits on Plan Sponsor/Administrator's behalf as required by the HIPAA Security Rule and as required by the HITECH Act. PAI also shall develop and implement policies and procedures and meet the HIPAA Security Rule documentation requirements as required by the HITECH Act. PAI agrees to mitigate, to the extent practicable, any harmful effect that is known to PAI of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
 - iii. PAI will require any of its subcontractors and agents to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security obligations as PAI with respect to such PHI.
 - iv. PAI's use, disclosure or request of PHI shall utilize a limited data set if practicable. Otherwise, PAI will, in its performance of the functions, activities, services, and operations allowed or required by this Agreement, make reasonable efforts to use, to disclose, and to request of a covered entity only the minimum amount of Plan Sponsor/Administrator's PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request.
 - v. PAI will neither use nor disclose PHI except as permitted or required by this Exhibit, or as required by law.
 - B. Individual Rights.
 - i. PAI will, within a reasonable time after Plan Sponsor/Administrator's request, make available to Plan Sponsor/Administrator or, at Plan Sponsor/Administrator's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies, any PHI about the individual that is in PAI's custody or control, so that Plan Sponsor/Administrator may meet its access obligations under 45 C.F.R. § 164.524.
 - ii. PAI will, upon receipt of notice from Plan Sponsor/Administrator, promptly amend any applicable portion of the PHI under 45 C.F.R. § 164.526.

iii. Disclosure Accounting.

- a. PAI will record information concerning each disclosure of PHI, not excepted from disclosure tracking under Section 1(b)(iii)(b) below, that PAI makes to Plan Sponsor/Administrator or a third party. For repetitive disclosures made by PAI to the same person or entity for a single purpose, PAI may provide (i) the disclosure information for the first of these repetitive disclosures; (ii) the frequency, periodicity or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. PAI will make this disclosure information available to Plan Sponsor/Administrator within a reasonable time after Plan Sponsor/Administrator's request.
- b. PAI need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Plan Sponsor/Administrator in writing permits or requires: (i) for purposes of treating the individual who is the subject of the PHI disclosed, payment for that treatment, or for the healthcare operations PAI; (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the PHI disclosed; (iv) to persons involved in that individual's healthcare or payment related to that individual's healthcare; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
- c. PAI must have available for Plan Sponsor/Administrator the disclosure information required by Section 1(b)(iii)(a) above for the six (6) years preceding Plan Sponsor/Administrator's request for the disclosure information (except PAI need have no disclosure information for disclosures occurring before the effective date of the Agreement).
- iv. PAI will comply with any reasonable requests for restriction requests or confidential communications of which it is aware and to which Plan Sponsor/Administrator agrees pursuant to 45 C.F.R. § 164.522 (a) or (b).
- v. In addition to the obligations described above, PAI will provide such additional individual rights to access and accounting as mandated by and, where applicable, the HITECH Act. Specifically, PAI shall make such access information available in an electronic format where directed by Plan Sponsor/Administrator. In addition, PAI shall include within its accounting, disclosures for payment and health care operations purposes where such recording or accounting is required by the HITECH Act. PAI further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.
- vi. Where PAI is contacted directly by an individual based on information provided to the individual by Plan Sponsor/Administrator and where so required by the HITECH Act and/or any accompanying regulations, PAI shall make such disclosure information available directly to the individual.
- vii. PAI will make its internal practices, books, and records, relating to its use and disclosure of PHI, available to the U.S. Department of Health and Human Services to determine Plan Sponsor/Administrator's compliance with 45 C.F.R. Parts 160-64 or the Agreement.

C. Other Plan Sponsor/Administrator Responsibilities.

- i. Plan Sponsor/Administrator shall promptly provide PAI with Plan Sponsor/Administrator's health plan's notice of privacy practices and any changes to such notice.
- ii. Plan Sponsor/Administrator shall provide PAI with any changes to, or revocation of, authorization by an individual to use or disclose PHI, to the extent such changes affect PAI's permitted or required uses and disclosures.

D. Breach of Privacy Obligations.

- i. PAI agrees to report to Plan Sponsor/Administrator any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- ii. In the event Plan Sponsor/Administrator determines that PAI has materially breached this Section 1, Plan Sponsor/Administrator may terminate the Agreement upon thirty (30) days prior written notice to PAI and PAI fails to cure the breach within such thirty (30) day period.

- iii. **Obligations upon Termination.** Upon termination, cancellation, expiration or other conclusion of this Agreement, PAI will, at its sole discretion and if feasible, return to Plan Sponsor/Administrator or destroy all PHI. If PAI agrees to return Plan Sponsor/Administrator's PHI, all costs related to the return of such PHI will be paid by Plan Sponsor/Administrator. PAI may identify any PHI that cannot feasibly be returned to Plan Sponsor/Administrator or destroyed. PAI will limit its further use or disclosure of that PHI that is not returned or destroyed.
 - iv. If for any reason Plan Sponsor/Administrator determines that PAI has breached these terms and such breach has not been cured, but Plan Sponsor/Administrator determines that termination of the Agreement is not feasible, Plan Sponsor/Administrator may report such breach to the U.S. Department of Health and Human Services.
 - v. PAI will have the right to terminate this Agreement if Plan Sponsor/Administrator has engaged in a pattern of activity or practice that constitutes a material breach or violation of Plan Sponsor/Administrator's obligations regarding Plan Sponsor/Administrator's PHI and, on notice of such material breach or violation from PAI, fails to take reasonable steps to cure the breach or end the violation. If Plan Sponsor/Administrator fails to cure the material breach or end the violation within thirty (30) days after receipt PAI's notice, PAI may terminate this Agreement by providing Plan Sponsor/Administrator written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. If for any reason PAI determines that Plan Sponsor/Administrator has breached the terms of this Section 1 and such breach has not been cured, but PAI determines that termination of this Agreement is not feasible, PAI may report such breach to the U.S. Department of Health and Human Services.
- E. The Plan Sponsor/Administrator, as the plan sponsor of its self-funded group health plan, has amended the plan document to comply with the requirements of 45 CFR Sections 164.314(b) and 164.504(f)(2).
- F. **Security Incident.** If PAI becomes aware of any Security Incident, PAI shall report the same in writing to Plan Sponsor/Administrator as provided below. PAI agrees to mitigate, to the extent practicable, any harmful effect resulting from such Security Incident.
- i. In determining how and how often PAI shall report to Plan Sponsor/Administrator in writing the Security Incidents required above, both Plan Sponsor/Administrator and PAI agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur would outweigh any potential benefit gained from reporting them. Consequently, both Plan Sponsor/Administrator and PAI agree that this Agreement shall constitute the documentation, notice and written report of such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C and that no further documentation, notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of Unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with an information system:
 - a. **Pings on a Party's firewall,**
 - b. **Port scans,**
 - c. **Attempts to log on to a system or enter a database with an invalid password or username,**
 - d. **Denial-of-service attacks that do not result in a server being taken off-line, and**
 - e. **Malware (e.g., worms, viruses).**
 - ii. Otherwise, PAI will document as required by 45 C.F.R. Part 164, Subpart C and report to Plan Sponsor/Administrator any successful unauthorized access, use, disclosure, modification, or destruction of Plan Sponsor/Administrator's Electronic Protected Health Information of which PAI becomes aware if such security incident either (a) results in a breach of confidentiality; (b) results in a breach of integrity but only if such breach results in a significant, unauthorized alteration or destruction of Plan Sponsor/Administrator's Electronic Protected Health Information; or (c) results in a breach of availability of Plan

Sponsor/Administrator's Electronic Protected Health Information, but only if said breach results in a significant interruption to normal business operations. Such reports will be provided in writing within ten (10) business days after PAI becomes aware of the impact of such Security Incident upon Plan Sponsor/Administrator's Electronic Protected Health Information.

- G. In addition to any reporting obligations in this Agreement, PAI will report, following discovery and without unreasonable delay, but in no event later than sixty (60) days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. PAI agrees to mitigate, to the extent practicable, any harmful effect it knows to have resulted from Breach. Any such report shall include, to the extent possible, the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by PAI to have been, accessed, acquired, or disclosed during such Breach, along with any other information required to be reported under the HITECH Act and any accompanying regulations.
 - H. Plan Sponsor/Administrator represents and certifies that it is solely responsible for and has obtained consent from all members authorizing the release of PHI by PAI to Plan Sponsor/Administrator or, the Plan Sponsor/Administrator otherwise has the legal authority to review, access, and /or use such information.
 - I. Plan Sponsor/Administrator will only use claims information provided by PAI to administer the Plan Sponsor/Administrator's group health plan. This may include auditing, monitoring and evaluating the costs and performance PAI and the Plan Sponsor/Administrator's health plan. Plan Sponsor/Administrator will not use any information provided by PAI for any improper or illegal or unauthorized purpose.
 - J. PAI is prohibited from releasing alcohol and drug abuse patient information protected under 42 U.S.C. § 290dd-2(a) to Plan Sponsor/Administrator.
 - K. If the Plan Sponsor/Administrator accesses the Benefit Coordinator features of the PAI website, it will ensure that Protected Health Information is only accessed while the individual whose information is being accessed is present or such individual has otherwise consented to such access.
 - L. Plan Sponsor/Administrator will protect and safeguard the integrity, privacy and confidentiality of all Protected Health Information in accordance with all federal and state laws, regulations and guidelines governing and applicable to Protected Health Information. Plan Sponsor/Administrator will only use or further disclose Protected Health Information for the purpose for which PAI disclosed it to the Plan Sponsor/Administrator or as required by law, and will promptly notify PAI of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
 - M. If Plan Sponsor/Administrator requests that PAI disclose Protected Health Information to a third party, Plan Sponsor/Administrator agrees that it will indemnify and hold PAI harmless from any consequences from such disclosure. Plan Sponsor/Administrator will not require PAI to disclose information to any third party until such third party has executed PAI's disclosure agreement.
 - N. Notwithstanding anything herein to the contrary, no provision of this Exhibit C, or the Agreement, shall be interpreted as prohibiting any provision, access, use, or disclosure of information to the extent required by applicable law.
2. Compliance with Standard Transactions. For purposes of this Section 2, any reference to Plan Sponsor/Administrator shall include any group health plan administrated pursuant to this Agreement. If Plan Sponsor/Administrator conducts, in whole or part, Standard Transactions for or on behalf of Plan Sponsor/Administrator's health plan, Plan Sponsor/Administrator will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with 45 C.F.R. Part 162. All Standard Transactions submitted by the Plan Sponsor/Administrator or its subcontractors must be in a format that is acceptable to PAI.

EXHIBIT D - Administrative Services Only Agreement
Rate Schedule - Disclosure of Charges Billed by PAI

GROUP NAME: Oconee County
 FOR THE PERIOD FROM:

5 /1 /2023

TO:

4 /30/2024

GROUP #: 817

(Rates are based on "Per Employee Per Month" unless otherwise stated.)

ADMINISTRATIVE SERVICE FEES:	SINGLE	FAMILY
Medical	\$17.00	\$17.00
Dental	\$4.50	\$4.50
Vision	\$0.00	\$0.00
Short Term Disability (STD)(PAI In-house)	\$0.00	\$0.00
Agent Commission	\$0.00	\$0.00
HIPAA Privacy Services	\$0.75	\$0.75
COBRA Services	\$1.35	\$1.35
MyCatalyst & Broker Fee	\$1.85	\$1.85
NY-HCRA Services	\$0.00	\$0.00

(Monthly NY-HCRA assessment fees will also apply if any subscribers are NY residents)

PPO NETWORK ACCESS FEES:		
Preferred Blue	5% of savings	5% of savings
First Health	25% of savings	25% of savings
First Health	\$6.1 pepm	\$6.1 pepm
	\$0 pepm	\$0 pepm
	\$0 pepm	\$0 pepm
	\$0 pepm	\$0 pepm

PRE-CERTIFICATION, MEDICAL REVIEW + MANAGED CARE ACCESS FEE

Managed Care Services	included	included
Managed Care Services	2.50	2.50
Maternity Care	n/a	n/a
Health Management	n/a	n/a
Complex Care - setup fee per patient	n/a	n/a
Complex Care - ongoing fees per patient	n/a	n/a
24 hour Nurse Advisor - pepm	n/a	n/a
Smoking Cessation	n/a	n/a
Weight Management	n/a	n/a
Quit for Life	n/a	n/a
Cholesterol Management	n/a	n/a
Back Pain Management	n/a	n/a
Stress Management	n/a	n/a
Autism Management	n/a	n/a

PRESCRIPTION DRUG PROGRAM

Applicable Fee Schedule:	PBM: Magellan Rx		
Per employee per month		\$3.00	\$3.00

ELECTRONIC ELIGIBILITY	ELIG Download Vendor:	ELIG Download Vendor:	\$0.00	\$0.00
DATA WAREHOUSE FEES:		PAI Analytics	0	0
OTHER CHARGES:	Description:	Description:	\$0.00	\$0.00

STOP LOSS PREMIUMS: (Contract is between Group and Stop Loss Carrier. Not a PAI Contract)

Medical Specific per employee per month	\$95.66	\$252.55
Medical Specific Marketing Fee - PAI	\$0.83	\$2.23
Medical Specific Marketing Fee - Broker	\$16.05	\$42.34
Rolling Aggregate (medical) per employee per month	\$0.00	\$0.00
Medical Aggregate per employee per month	\$5.01	\$5.01
Medical Aggregate Marketing Fee - PAI	\$0.04	\$0.04
Medical Aggregate Marketing Fee - Broker	\$0.84	\$0.84

OTHER STOP LOSS INFORMATION ** Note: Please refer to your Stop Loss contract for information concerning:

- Specific Contract Basis
- Specific Deductible
- Aggregate Contract Basis
- Aggregate Attachment Point
- Maximum Claim Liability Funding Factors
- Any individuals on whom the Stop Loss carrier placed "lasers" or other limitations.
- All other stop loss contract terms and conditions.

** Note: Aggregate attachment point will be determined after final enrollment.

** Note: Contract ending check runs may be processed several working days prior to the end of the contract period, to enable proper and timely year-end closeout under Stop Loss requirements.

SYSTEM GENERATED REPORTS:

- Standard monthly reports
- Custom reports (per hour of programming time)

ONE-TIME SETUP FEE:

- Includes the initial production and printing of Plan Document 0
- Plan Building and Design (to include loading of benefit maximums if applicable)

PRINTING CHARGES

- Employee Booklets: Actual Vendor Cost + 10% Processing Fee

Group ID Cards:

No charge for initial printing. If ID cards reproduced by PAI: Quote will be provided based on group size to include printing and mailing costs

* If plastic cards produced by PBM: Initial and Subsequent Printings = Actual Vendor Cost

PPO Directories: Actual Vendor Cost Plus Postage

Check Printing Charges: \$.16 per check

Sponsor/Administrator Initials

[Handwritten Signature]

PAI Initials

[Handwritten Signature]

Exhibit D, Page 1

EXHIBIT D - Administrative Services Only Agreement

Division of Responsibilities

This Exhibit is a Disclosure of (1) All Charges Billed by PAI, and (2) Responsibilities of Parties to this Agreement.

GROUP NAME: Oconee County

GROUP #: 817

FOR THE PERIOD FROM: 5 /1 /2023

TO: 4 /30/2024

DIVISION OF RESPONSIBILITIES

	Plan Sponsor/ Administrator	PAI
Production of Plan Document Draft	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Approval of the Final Plan Design and Plan Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Final Approval of Plan Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Printing Employee Booklets:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Group I.D. Cards		
a) Initial Plastic ID Cards, new group or bulk reprinting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Subsequent ID Cards, due to membership enrollment changes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cost of Printing or Copying PPO Directories (Initial and Subsequent Orders)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Printing of Membership Applications and Enrollment Forms		
Standard PAI Forms	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Custom Forms Requested by Plan Sponsor/Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Banking:		
a) Claims Checking Account Owned and Maintained By	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Reconciliation of Claims Checking Account	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Escheat/Unclaimed Funds compliance and reporting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Signature of Claims Checks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Cost of Printing Plan Sponsor Claims Check Stock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plan Sponsor/Administrator Audit Fees, Bank Fees, Attorney + Other Legal Expenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fees for Medical Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fees for Discounts Obtained and Applied to Non-Network Claims	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reconciliation of PAI's monthly fixed cost invoice to employment records	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Preparation and Filing of Form 5500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(PAI will furnish summary information to assist PAI Sponsor/Administrator with Form 5500)		
1099 Forms:		
Preparation, printing, and mailing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Filing of Forms 1099 and other related information returns with governmental authorities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Responsibility for Obtaining Prior Claim Files, Billings and/or Other Required Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Refunds:		
* If refund due to Plan Sponsor/Administrator is identified by and obtained through a Medical Provider Audit Firm (MPAF), MPAF's fee is to be paid by the Plan Sponsor/Administrator. (MPAF fees range from 10% to 15% of the refund secured for the Plan Sponsor/Administrator)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* If subrogation refund due to the Plan Sponsor/Administrator is obtained through the efforts of the BCBSSC Subrogation Research Department, BCBSSC's 30% fee is to be paid by the Plan Sponsor/Administrator.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* All refunds identified by PAI, will be sought by PAI.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Out of Network Claims Negotiation Fee: 25% of savings to be paid by the Plan Sponsor/Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sponsor/Administrator Initials <u> </u>	PAI Initials <u> </u>	Exhibit D, Page 2

SELF-FUNDED PLAN DOCUMENT FOR



GROUP MEDICAL PLAN

Effective Date: May 1, 2023

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Capitalized terms are defined in the Definitions section of this Plan Document.

ABOUT YOUR PLAN

Because of the dramatic increase in the cost of medical care, group health Plans encourage and reward those covered individuals who are selective in their purchase of medical services.

Please review this booklet, which describes your health Plan. Be a selective medical consumer and assume the major role in keeping the cost of medical services at a minimum.

Your Plan Sponsor has established a comprehensive Group Health Plan (Plan) for its Employees. In connection with the Plan, your Plan Sponsor has retained the services of *Planned Administrators, Inc.* (PAI) (a third-party administrator) to process and pay health claims and to provide administrative services in connection with the operation of this Plan of Benefits. PAI has contracted with **BlueCross BlueShield of South Carolina Preferred Blue, First Health and First Health Travel** as the Preferred Provider Organizations (PPOs).

You will receive maximum Benefits when you use Providers who participate in the PPO Program (the term “PPO Providers” is explained further below) and when you obtain authorization (when required) for services. You will pay more if you do not use PPO Providers or if you do not obtain prior authorization (unless it is an emergency). This information explains how to obtain authorization for services or supplies covered under this Plan.

It is your responsibility to ensure that your Provider is a PPO Provider. You should verify your Provider’s status before services are rendered. To verify whether your Provider is a PPO Provider, you may:

- Ask the Provider if they participate in the PPO program referenced above.
- See the appropriate website for Provider information. Link available on www.paisc.com.
- Call PAI.*

* The methods of verifying PPO participation may have timing differences between when a Provider is participating in the PPO or terminating from the PPO. The preferable method of obtaining the most correct information is to ask your Provider.

For South Carolina Employees, the BlueCross BlueShield Preferred Blue Network is the PPO for this Group Health Plan. For Employees living outside of South Carolina, the PPO is First Health. Employees traveling outside of their home networks will have access to First Health Travel.

PPO Providers include Hospitals, Skilled Nursing Facilities, Home Health Agencies, hospices, doctors and other Providers of medical services and supplies (as listed in the Definitions section) that have a written agreement with the PPO. Under their agreement with the PPO, PPO Providers will:

- File all claims for Benefits or supplies with PAI;
- Ask you to pay only the Deductible, per occurrence Copays and Coinsurance amounts, if any, for Benefits;
- Accept the preferred allowance as payment in full for Covered Expenses;
- Make sure that all necessary approvals are obtained from the Medical Services Department.

Non-PPO Providers include Hospitals, Skilled Nursing Facilities, Home Health Agencies, hospices, doctors and other Providers of medical services and supplies that are not under contract with the PPO. Non-PPO Providers can bill you their total charge. They may ask you to pay the total amount of their charges at the time you receive services or supplies, or to file your own claims, and you will need to obtain any necessary approvals for benefits to be paid. In addition to Deductibles and Coinsurance, you are responsible for the difference between the Non-PPO Provider’s charge and the Allowed Amount for Covered Expenses.

Although Benefits typically are reduced when you use a Non-PPO Provider, Benefits provided by a Non-PPO Provider will be covered at the PPO Provider level under these circumstances:

- In the event treatment is for an Emergency Medical Condition as defined in this Plan of Benefits and PPO Provider care is not available;
- For Dependents living out of state;
- For treatment by a Specialist when a PPO Provider Specialist is not available;
- For Non-PPO Provider ancillary services rendered in a PPO Provider Hospital, and/or

Out-of-area Emergency Provision—If a Participant receives care for an Emergency Medical Condition from a Non-Participating Provider, the Plan will pay for Benefits at a PPO Provider level of Benefits if all of these conditions are met:

- You were traveling for reasons other than seeking medical care when the Emergency Medical Condition occurred.
- You were treated for an Accidental injury or new Emergency Medical Condition.

Benefits under this provision are subject to the Deductibles or Copays, Coinsurance and all Plan of Benefits maximums, limits and exclusions.

If you have claims that meet all of these conditions, write or call PAI. PAI will review your claims to determine if additional Benefits can be provided.

Customer Service

PAI is committed to helping you understand your coverage and obtain maximum Benefits on your claims. If you have questions about your coverage, you may call or write PAI at:

Planned Administrators, Inc.
Attn: Claims
P.O. Box 6927
Columbia, SC 29260
800-768-4375
www.paisc.com

Once a claim has been processed, you will have access to an Explanation of Benefits (EOB) at www.paisc.com or by contacting customer service. An EOB also will be mailed to you. The EOB explains who provided the care, the kind of service or supply received, the amount billed, the Allowed Amount, the Coinsurance rate and the amount paid. It also shows Benefit Year Deductible information and the reasons for denying or reducing a claim.

Time Limits to File a Claim

Claims should be filed within 180 days of the date charges were incurred. Benefits are based on the Plan's provisions at the time the charges were incurred. Claims filed later than that date will be decline unless:

- a. it is not reasonably possible to submit the claim in that time;
- b. the claim is submitted within one year from the incurred date. This one year period will only apply when the person is not legally capable of submitting the claim, and the Plan Administrator has final authority to decide whether there is sufficient cause for a claim to be considered beyond the 180 day filing limit.

Authorized Representatives and Representatives designated under Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Unless expressly permitted by law, you and your Dependent's PHI generally cannot be released to any other person without your or your Dependent's consent. Nevertheless, there are instances when you may want someone to discuss your PHI with PAI or receive an Explanation of Benefits etc. to manage your care. In order to comply with applicable laws and also to comply with your request, you must sign a written authorization form. To obtain a copy of the form, please log in to your Member page at www.paisc.com and click on the Forms tab where you will find the PAI HIPAA Forms option. You can print this form and mail to the PAI address, or you can call 800-768-4375 for a copy of the form.

A Provider may be considered a Participant's authorized representative without a specific designation by the Participant when the claim request is for an Urgent Care Claim. A Provider may be a Participant's authorized representative with regard to non-Urgent Care Claims for Benefits or an appeal of an Adverse Benefit Determination only when the Participant gives the Plan supervisor a specific written designation in a format that is reasonably acceptable to PAI to act as an authorized representative. All information and notifications will continue to be directed to the Participant unless the Participant gives contrary directions.

This Plan Sponsor believes this Plan of Benefits is a "grandfathered health Plan" under the Affordable Care Act ("ACA"). As permitted by ACA, a grandfathered health Plan can preserve certain basic health coverage that already was in effect when that law was enacted. Being a grandfathered health Plan means that this Plan of Benefits may not include certain consumer protections of ACA that apply to other Plans; for example, the requirement for the provision of preventive health services without any cost sharing. Nevertheless, grandfathered health Plans must comply with certain other consumer protections in ACA; for example, the elimination of lifetime limits on Benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health Plan and what might cause a Plan to change from grandfathered health Plan status can be directed to the Plan Administrator at the number on your Identification Card. For ERISA Plans, the Participant also may contact the Employee Benefits Security Administration, U.S. Department of Labor, at 866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health Plans.

PREAUTHORIZATION

To receive the maximum Benefits, certain types of services and equipment and all Admissions require Preauthorization in order to be covered under the Plan. Depending on the type of service, either the BlueCross BlueShield of South Carolina Medical Review Department or Companion Benefit Alternatives, Inc. (“CBA”) must give advance authorization for the services and equipment that require Preauthorization and for all Admissions.

All Admissions and some Benefits (as indicated herein or on the Schedule of Benefits) require Preauthorization to determine the Medical Necessity of such Admission or Benefit. The Group Health Plan reserves the right to add or remove Benefits that are subject to Preauthorization. Each Participant is responsible for obtaining Preauthorization and the appropriate review. If Preauthorization is not obtained for an Admission or outpatient services and the Participant is still admitted, Benefits may be reduced (up to and including denial of all or a portion of the room and board charges associated with the Admission) as listed on the Schedule of Benefits. If a PPO fails to obtain Preauthorization, they are required to write off this reduced amount and cannot bill the Participant for this amount. The Participant is responsible for obtaining Preauthorization for Admission to a Non-PPO Provider facility, and the Participant will be responsible for any penalty or reduction in payable charges as stated in the Schedule of Benefits if approval is not obtained. Preauthorization is obtained through these procedures:

1. For all Admissions that are not the result of an Emergency Medical Condition, Preauthorization is granted or denied in the course of the Preadmission Review.
2. For all Admissions that result from an Emergency Medical Condition, Preauthorization is granted or denied in the course of the Emergency Admission Review.
3. For Admissions that are anticipated to require more days than approved through the initial review process, Preauthorization is granted or denied for additional days in the course of the Continued Stay Review.
4. For specific Benefits that require Preauthorization, Preauthorization is granted or denied in the course of the Preauthorization process.
5. For items requiring Preauthorization, the Medical Review Department or CBA must be called at the numbers listed below or on the Identification Card.

Items requiring Preauthorization are listed on the Schedule of Benefits.

Who to Call for Preauthorization

For Preauthorization for medical care, call the BlueCross BlueShield of South Carolina Medical Review Department at 800-652-3076.

For Preauthorization for Inpatient Mental Health Services, Mental Health Conditions or Substance Use Services, call CBA at 800-868-1032. CBA is a Mental Health and Substance Use subsidiary of BlueCross BlueShield of South Carolina.

If you are unsure if Preauthorization is required, call PAI customer service. Nevertheless, customer service representatives cannot give approval for services.

These numbers also are on the back of your Identification Card. Be sure to keep your Identification Card with you at all times, since you never know when you may need to reach us.

When you call for Preauthorization, you will be asked for this information:

- Your name and ID number
- Participant’s Employer
- The patient’s name and relationship to you
- The Provider’s name, address and phone number
- If applicable, the Hospital or Skilled Nursing Facility’s name, address and phone number
- The reason the requested service, supply or Admission is necessary

After careful review, your Physician and Hospital will be notified whether the service, supply or Admission is approved as Medically Necessary and how long the approval is valid.

If you are or a Dependent is undergoing a human organ and/or tissue Transplant, written approval must be obtained in advance and the procedure must be done at a facility that PAI designates. **If PAI does not pre-approve these services in writing** or they are not done by a Provider PAI designates, then this Plan will not pay any Benefits.

If your Physician recommends services and supplies for you or your Dependent for any reason, make sure you tell your Physician that your health insurance Plan requires Preauthorization. Participating Providers will be familiar with this requirement and will get the necessary approvals.

Please note that if your claim for services or Benefits is denied, you may request further review under the guidelines set out in the Claims Filing and Appeal Procedures section of this booklet. Remember that a denial of a Preauthorization is a denied claim for purposes of an appeal.

CLAIMS FILING AND APPEAL PROCEDURES

A. CLAIMS FILING PROCEDURES

1. Where a Participating Provider renders services, generally the Participating Provider should either file the claim on a Participant's behalf or provide an electronic means for the Participant to file a claim while the Participant is in the Participating Provider's office. Nevertheless, the Participant is responsible for ensuring that the claim is filed.
2. Written notice of receipt of services on which a claim is based must be furnished to PAI, at its address listed in this booklet, within twenty (20) days of the beginning of services, or as soon thereafter as is reasonably possible. Failure to give notice within the time does not invalidate nor reduce any claim if the Participant can show that it was not reasonably possible to give the notice within the required time frame and if notice was given as soon as reasonably possible. Upon receipt of the notice, PAI will furnish or cause a claim form to be furnished to the Participant. If the claim form is not furnished within fifteen (15) days after PAI receives the notice, the Participant will be deemed to have complied with the requirements of this Plan of Benefits as to proof of loss. The Participant must submit written proof covering the character and extent of the services within this Plan of Benefits' time fixed for filing proof of loss.
3. For Benefits not provided by a Participating Provider, the Participant is responsible for filing claims with PAI. When filing the claims, the Participant will need:
 - a. A claim form for each Participant. Participants can get claim forms from PAI at the telephone number indicated on the Identification Card or via the website, www.paisc.com.
 - b. Itemized bills from the Provider(s). These bills should contain the:
 - i. Provider's name and address;
 - ii. Participant's name and date of birth;
 - iii. Participant's Identification Card number;
 - iv. Description and cost of each service;
 - v. Date that each service took place;
 - vi. Description of the illness or injury and diagnosis.
 - c. Participants must complete each claim form and attach the itemized bill(s) to it. If a Participant has other insurance that already paid on the claim(s), the Participant also should attach a copy of the other Plan's Explanation of Benefits notice.
 - d. Participants should make copies of all claim forms and itemized bills for the Participant's records, since they will not be returned. Claims should be mailed to PAI's address listed on the claim form.
4. PAI must receive the claim within ninety (90) days after the beginning of services. Failure to file the claim within the ninety (90) day period, however, will not prevent payment of Covered Expenses if the Participant shows it was not reasonably possible to file the claim timely, provided the claim is filed as soon as is reasonably possible. Except in the absence of legal capacity, claims must be filed no later than twelve (12) months following the date services were received.
5. Receipt of a claim by PAI will be deemed written proof of loss and will serve as written authorization from the Participant to PAI to obtain any medical or financial records and documents useful to the Plan of Benefits. The Plan of Benefits, however, is not required to obtain any additional records or documents to support payment of a claim and is responsible to pay claims only on the basis of the information supplied at the time the claim was processed. Any party who submits medical or financial reports and documents to PAI in support of a Participant's claim will be deemed to be acting as the agent of the Participant. If the Participant desires to appoint an Authorized Representative in connection with such Participant's claims, the Participant should contact PAI for an Authorized Representative form.

6. There are four (4) types of claims: Pre-Service Claims, Urgent Care Claims, Post-Service Claims, and Concurrent Care Claims. The Group Health Plan will make a determination for each type of claim within these time periods:
 - a. Pre-Service Claim
 - i. A determination will be provided in writing or in electronic form within a reasonable period of time, appropriate to the medical circumstances, but no later than fifteen (15) days from receipt of the claim.
 - ii. If a Pre-Service Claim is improperly filed, or otherwise does not follow applicable procedures, the Participant will be sent notification within five (5) days of receipt of the claim.
 - iii. An extension of fifteen (15) days is permitted if PAI (on behalf of the Group Health Plan) determines, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial fifteen (15) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.
 - b. Urgent Care Claim
 - i. A determination will be sent to the Participant in writing or in electronic form as soon as possible, taking into account the medical exigencies, but no later than seventy-two (72) hours from receipt of the claim.
 - ii. If the Participant's Urgent Care Claim is determined to be incomplete, the Participant will be sent a notice to this effect within twenty-four (24) hours of receipt of the claim. The Participant then will have forty-eight (48) hours to provide the additional information. Failure to provide the additional information within forty-eight (48) hours may result in the denial of the claim.
 - iii. If the Participant requests an extension of Urgent Care Benefits beyond an initially determined period and makes the request at least twenty-four (24) hours prior to the expiration of the original determination period, the Participant will be notified within twenty-four (24) hours of receipt of the request for an extension.
 - c. Post-Service Claim
 - i. A determination will be sent within a reasonable time period, but no later than thirty (30) days from receipt of the claim.
 - ii. An extension of fifteen (15) days may be necessary if PAI (on behalf of the Group Health Plan) determines, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial thirty (30) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.

d. Concurrent Care Claim

The Participant will be notified if there is to be any reduction or termination in coverage for ongoing care sufficiently in advance of such reduction or termination to allow the Participant time to appeal the decision before the Benefits are reduced or terminated.

7. Notice of Determination

- a. If the Participant's claim is filed properly, and the claim is in part or wholly denied, the Participant will receive notice of an Adverse Benefit Determination. This notice will:
 - i. State the specific reason(s) for the Adverse Benefit Determination;
 - ii. Reference the specific Plan of Benefits provisions on which the determination is based;
 - iii. Describe additional material or information, if any, needed to complete the claim and the reasons such material or information is necessary;
 - iv. Describe the claims review procedures and the Plan of Benefits and the time limits applicable to such procedures, including a statement of the Participant's right to bring a civil action under section 502(a) of ERISA following an Adverse Benefit Determination on review;
 - v. Disclose any internal rule, guideline, or protocol relied on in making the Adverse Benefit Determination (or state that such information is available free of charge upon request);
 - vi. If the reason for denial is based on a lack of Medical Necessity, or Experimental or Investigational services exclusion or similar limitation, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request).
- b. The Participant will also receive a notice if the claim is approved.

B. APPEAL PROCEDURES FOR AN ADVERSE BENEFIT DETERMINATION

1. The Participant has one hundred eighty (180) days from receipt of an Adverse Benefit Determination to file an appeal. An appeal must meet these requirements:
 - a. An appeal must be in writing;
 - b. An appeal must be sent (via U.S. mail or FAX) at the address or FAX number below:

Planned Administrators, Inc.
Attention: Appeals
P.O. Box 6927
Columbia, SC 29260
FAX 803-870-8012
 - c. The appeal request must state that a formal appeal is being requested and include all pertinent information regarding the claim in question;
 - d. An appeal must include the Participant's name, address, identification number and any other information, documentation or materials that support the Participant's appeal.
2. The Participant may submit written comments, documents, or other information in support of the appeal, and will (upon request) have access to all documents relevant to the claim. A person other than the person who made the initial decision will conduct the appeal. No deference will be afforded to the initial determination.
3. If the appealed claim involves an exercise of medical judgment, the Plan Sponsor will consult with an appropriately qualified health care practitioner with training and experience in the relevant field of medicine. If a health care professional was consulted for the initial determination, a different health care professional will be consulted on the appeal.

4. The final decision on the appeal will be made within the time periods specified below:
 - a. Pre-Service Claim

PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than thirty (30) days after receipt of the appeal.
 - b. Urgent Care Claim

The Participant may request an expedited appeal of an Urgent Care Claim. This expedited appeal request may be made orally, and the Plan Sponsor will communicate with the Participant by telephone or facsimile. The Plan Sponsor will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than seventy-two (72) hours after receipt of the request for an expedited appeal.
 - c. Post-Service Claim

PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, but no later than sixty (60) days after receipt of the appeal.
 - d. Concurrent Care Claim

The Plan Sponsor will decide the appeal of Concurrent Care Claims within the time frames set forth in the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, item 4 a.-c., depending on whether such claim also is a Pre-Service Claim, an Urgent Care Claim or a Post-Service Claim.
5. Notice of Final Internal Appeals Determination
 - a. If a Participant's appeal is denied in whole or in part, the Participant will receive notice of an Adverse Benefit Determination.
 - i. State specific reason(s) for the Adverse Benefit Determination;
 - ii. Reference specific provision(s) of the Plan of Benefits on which the Benefit determination is based;
 - iii. State that the Participant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim for Benefits;
 - iv. Disclose and provide any internal rule, guideline, or protocol relied on in making the Adverse Benefit Determination
 - v. If the reason for an Adverse Benefit Determination on appeal is based on a lack of Medical Necessity, or Experimental or Investigational services or other limitation or exclusion, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request);
 - vi. Include a statement regarding the Participant's right to request an external review;
 - vii. Include a statement regarding the Participant's right to bring an action under section 502(a) of ERISA.
 - b. The Participant will also receive a notice if the claim on appeal is approved.
6. The Plan Sponsor may retain PAI to assist the Plan Sponsor in making the determination on appeal. Regardless of its assistance, PAI is acting only in an advisory capacity and is not acting in a fiduciary capacity. The Plan Sponsor at all times retains the right to make the final determination.

C. EXTERNAL REVIEW PROCEDURES

1. After a Participant has completed the appeal process, a Participant may be entitled to an additional, external review of the Participant's claim at no cost to the Participant. An external review may be used to reconsider the Participant's claim if PAI has denied, either in whole or in part, the Participant's claim. In order to qualify for external review, the claim must have been denied, reduced, or terminated.

2. After a Participant has completed the appeal process (and an Adverse Benefit Determination has been made), such Participant will be notified in writing of such Participant's right to request an external review. The Participant should file a request for external review within four (4) months of receiving the notice of PAI's decision on the Participant's appeal. In order to receive an external review, the Participant will be required to authorize the release of such Participant's medical records (if needed in the review for the purpose of reaching a decision on Participant's claim).
3. Within six (6) business days of the date of receipt of a Participant's request for an external review, PAI will respond by either:
 - a. Assigning the Participant's request for an external review to an Independent Review Organization and forwarding the Participant's records to such organization;
 - b. Notifying the Participant in writing that the Participant's request does not meet the requirements for an external review and the reasons for PAI's decision.
4. The external review organization will take action on the Participant's request for an external review within forty-five (45) days after it receives the request for external review from PAI.
5. Expedited external reviews are available if the Participant's Physician certifies that the Participant has a serious medical condition. A serious medical condition, as used in the Claims Filing and Appeal Procedures section, C. External Review Procedures, item 5, means one requires immediate medical attention to avoid serious impairment to body functions, serious harm to an organ or body part, or would place the Participant's health in serious jeopardy. If the Participant may be held financially responsible for the treatment, a Participant may request an expedited review of PAI's decision if PAI's denial of Benefits involves Emergency Medical Care and the Participant has not been discharged from the treating Hospital.

CASE MANAGEMENT

Case management is provided through a contract between PAI and BlueCross BlueShield of South Carolina.

COMPREHENSIVE CASE MANAGEMENT

In the event of a serious or catastrophic illness or injury, this Plan of Benefits provides for a comprehensive case management program. The comprehensive case management program is a patient-centered approach to developing a comprehensive plan of cost-effective health care. The services provided under the case management program include:

- A. Evaluation and assistance for the Participant to help develop a plan of services to meet specific needs;
- B. Assistance with obtaining unusual equipment or supply needs;
- C. Assistance in home care planning and implementation;
- D. Arrangements for needed nursing/caregiver services;
- E. Providing help with assessment of rehabilitation needs and Provider arrangements;
- F. Offering appropriate and effective alternative care/therapy suggestions for Mental Health Services and/or Substance Use Services as determined by medical care review;
- G. Monitoring and assuring treatment programs and interventions for Mental Health Services and/or Substance Use Services;
- H. Functioning as an effective resource for information on treatment facilities and available care for Mental Health Services and/or Substance Use Services.

The case management program is voluntary and will not provide Benefits in excess of those ordinarily available under the Plan.

ALTERNATIVE TREATMENT PLAN UNDER CASE MANAGEMENT

In the course of the case management program, the Plan Administrator shall have the right to alter or waive the normal provisions of this Plan of Benefits when it is reasonable to expect a cost-effective result without a sacrifice to the quality of patient care.

Benefits provided under this section are subject to all other Plan of Benefits provisions. Alternative care will be determined on the merits of each individual case, and any care or treatment provided will not be considered as setting any precedent or creating any future liability with respect to that Participant or any other Participant. Nothing contained in this Plan of Benefits shall obligate the Plan Administrator to approve an alternative treatment plan.

MEDICAL SCHEDULE OF BENEFITS

This Schedule of Benefits and the Benefits described herein are subject to all terms and conditions of the Plan of Benefits. In the event of a conflict between the Plan of Benefits and this Schedule of Benefits, the Schedule of Benefits shall control. Capitalized terms used in this Schedule of Benefits have the meaning given to such terms in the Plan of Benefits. Percentages stated are those paid by the Group Health Plan. Covered Expenses will be paid only for Benefits that are Medically Necessary.

Benefit Year is from January 1st – December 31st.

Deductibles:

Benefit Year Deductible: Benefits with an “*” indicate that the Benefit Year Deductible is waived.	<p>\$500 per Participant per Benefit Year at a Participating Provider, limited to \$1,500 per family (includes Non-Participating Providers of ambulance services, Emergency Services, and Non-Emergency Services furnished at certain Participating Provider facilities).</p> <p>\$1,000 per Participant per Benefit Year at a Non-Participating Provider, limited to \$3,000 per family</p>
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Benefit Year Deductible and any Copays must be met before any Covered Expenses are paid. The Copay for each Hospital Admission is \$250 at a Participating Provider and \$500 at a Non-Participating Provider.

Maximums:

Annual Out-of-Pocket Maximum: Includes Benefit Year Deductible, Medical Copays and Medical Coinsurance.	<p>\$4,000 per Participant and \$8,000 per family at a Participating Provider (includes Non-Participating Providers of ambulance services, Emergency Services, and Non-Emergency Services furnished at certain Participating Provider facilities).</p> <p>\$7,500 per Participant and \$15,000 per family at a Non-Participating Provider</p> <p>Allowed Amounts are paid at 100% after the Out-of-Pocket Maximum is met.</p> <p>Covered Expenses that are applied to the Out-of-Pocket Maximum shall contribute to both the Participating and Non-Participating Provider Out-of-Pocket Maximums.</p> <p>Penalties, Prescription Drug Copays and Prescription Drug Coinsurance do not contribute to the Out-of-Pocket Maximum determination, nor does the percentage of reimbursement change from the amount indicated on the Schedule of Benefits.</p>
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Preauthorization Requirements:

(Preauthorization required except emergency room admissions)

- ◆ **All Admissions require Preauthorization**—If Preauthorization is not obtained for services at a Participating Provider, room and board charges will be denied. Preauthorization for services at a Non-Participating Provider is your responsibility, and you will be responsible for the first \$1,000 if it is not obtained.
- ◆ **Outpatient Services**—Preauthorization is required for these outpatient Benefits:
 - * Any surgical procedure that may be potentially cosmetic: i.e., blepharoplasty, reduction mammoplasty
 - * Cancer Chemotherapy
 - * Hysterectomy
 - * Experimental or Investigational procedures
 - * Radiation therapy
 - * Sclerotherapy
 - * Septoplasty

If Preauthorization is not obtained, Benefits may be denied. Benefits for outpatient services that require Preauthorization will be reduced by 50% of the Allowable Charge when Preauthorization is not obtained or approved.
- ◆ **Mental Health/Substance Abuse-** Preauthorization is required for these Mental Health Services and Substance Use Disorder Services:
 - * Facility-based inpatient services
 - * Facility-based outpatient services (partial hospitalization, electroconvulsive therapy (ECT) and intensive outpatient programs)
 - * Inpatient and Outpatient for Mental Health
 - * Inpatient and Outpatient for Substance Use
 - * Psychological testing
 - * Residential Treatment Centers

Benefits for psychological testing for the facility-based outpatient services listed below will be reduced by 50% of the Allowable Charge when Preauthorization is not obtained.
- ◆ **Other Services** that Require Preauthorization:
 - * Ambulance Services including Air Ambulance Services (non-emergency)
 - * Cleft lip and palate
 - * Dental care for accidental injury
 - * Durable Medical Equipment when the purchase price or rental cost of the equipment is \$500 or more
 - * Home Health Care
 - * Hospice Care
 - * Human organ and/or tissue Transplants
 - * Orthotic devices (Limited to initial appliance only)
 - * Oxygen
 - * Radiology Management - CAT/MRI/MRA/PET Scans
 - * Radiation therapy

INPATIENT HOSPITAL SERVICES:	PPO:	Non-PPO:
Preauthorization required except emergency room admissions		
Room and Board:		60%
Semi-private room rate:	80%	
Private room rate:	90%	
All other (non-emergency) Benefits in a Hospital during an Admission (including, for example, facility charges related to the administration of anesthesia, obstetrical services including labor and delivery rooms, drugs, medicine, lab and X-ray services)	80%	60% ²
Hospital Admission resulting from an emergency room visit:	80%	80% ¹
Skilled Nursing Facility: Limited to 100 days per Benefit Year—Per Admission Copay does not apply	80%	60%
Residential Treatment Facility:	80%	60%
Physical Rehabilitation Facility:	80%	60%
Intensive Care Unit, Cardiac Care Unit, Burn Unit:	80%	60%
Newborn Nursery:	80%	60%
Physician Expenses:	80%	60%
Radiology/Pathology Charges:	80%	60%
Mental Health or Substance Use (Non-Emergency Services):	80%	60% ^{1 2}
Mental Health or Substance Use, Physician Charges (Non-Emergency Services):	80%	60% ^{1 2}
Mental Health or Substance Use (Emergency Room Admissions):	80%	80% ^{1 2}
Mental Health or Substance Use, Physician Charges (Emergency Room Admissions):	80%	80% ^{1 2}
Anesthesia:	80%	60%
Inpatient Prescription Drugs Only:	80%	60%

¹When services are received from a Non-PPO provider, and the Non-PPO Provider satisfies advance patient notice and consent requirements, the Participant may be required to pay the balance of the Provider's charge if the Allowable charge is less.

²Non-PPO provider **at a PPO Provider Facility**: When services are received **from a Non-PPO provider in a PPO Provider Facility**, such services will be processed at the PPO benefit level. This means an application of the appropriate PPO deductible and coinsurance. Otherwise, the Participant must pay the balance of the Provider's Charge, if greater than the Allowable Charge.

OUTPATIENT SERVICES:	PPO:	Non-PPO:
Hospital and Ambulatory Surgical Center Charges:	80%	60% ^{1 2}
Diagnostic X-ray, Laboratory, Pathology, and Radiology: Preauthorization required for CAT/MRI/MRA/PET Scans	80%	60% ^{1 2}
Physician Charges (Non-Emergency Services):	80%	60% ^{1 2}
Emergency Room Charges: Copay waived if admitted	\$250 Copay per visit, then 80%	\$250 Copay per visit, then 80%
Emergency Room Physician Charges:	80%	80%
Preadmission Testing:	80%	60% ^{1 2}
Anesthesia:	80%	60% ^{1 2}
Cardiac Rehabilitation:	80%	60% ^{1 2}
Mental Health or Substance Use (Non-Emergency Services): Preauthorization required	80%	60% ^{1 2}
Mental Health or Substance Use (Emergency Room) charges: Copay waived if admitted	\$250 Copay per visit, then 80%	\$250 Copay per visit, then 80% ^{1 2}

¹When services are received from a Non-PPO provider, and the Non-PPO Provider satisfies advance patient notice and consent requirements, the Participant may be required to pay the balance of the Provider's charge if the Allowable charge is less.

²Non-PPO provider **at a PPO Provider Facility:** When services are received **from a Non-PPO provider in a PPO Provider Facility**, such services will be processed at the PPO benefit level. This means an application of the appropriate PPO deductible and coinsurance. Otherwise, the Participant must pay the balance of the Provider's Charge, if greater than the Allowable Charge.

PHYSICIAN OFFICE SERVICES:	PPO:	Non-PPO:
Surgery:	\$25 Copay, then *100%	60%
Physician Office Visit: Including Lab, X-ray, Pathology, Radiology, Supplies, Injections, CAT/MRI/MRA/PET Scans or Allergy Services	\$25 Copay, then *100%	60%
Mental Health and Substance Use:	*100%	60%
Allergy Injections: Copay applies with or without Office Visit	\$25 Copay, then *100%	60%
Birth Control Device Surgery: Includes Implanon, IUD and Norplant	*100%	Not Covered
Radiology, Pathology, X-ray, Labs, Supplies, CAT/MRI/MRA/PET Scans and Injections (other than Allergy Injections) billed separate from Office Visit: Note: Office Visit Copay applies to all services rendered in a physician's office and billed by the physician . Lab, X-ray or other services billed by another entity will be subject to applicable deductible and coinsurance provisions.	80%	60%
Diagnostic Hearing Exam:	\$25 Copay, then *100%	60%

OTHER SERVICES:	PPO:	Non-PPO:
Chiropractic Care: Limited to 24 visits per Benefit Year	80%	60%
Hospice Care: Preauthorization required	80%	60%
Bereavement Counseling: Limited to 3 visits within 12 months of death	*80%	80%
Home Health Care: Preauthorization required	80%	60%
Durable Medical Equipment (DME): Preauthorization required if \$500 or more	80%	60%
Prosthetics:	80%	60%
Second Surgical Opinion (not mandatory):	*100%	*100%
Human Organ/Tissue Transplants: Preauthorization required	80%	60%
Air Ambulance Service:	*80%	*80% ^{1 2}
Ground Ambulance Service:	*80%	*80% ^{1 2}
Physical /Occupational/Speech Therapy:	80%	60%
Radiation Therapy and Chemotherapy: Preauthorization required	80%	60%
Diagnostic Colonoscopies:	80%	60%
Orthotics: Preauthorization required Limited to initial appliance only	80%	60%
Maternity Care:	80%	60%
Private Duty Nursing:	80%	60%
Refractive Eye Surgery: Includes Lasik, PRK, Radial Keratotomy and any similar procedures Limited to lifetime maximum of \$1,000 per eye	50%	50%
All Other Benefits:	80%	60%

¹When services are received from a Non-PPO provider, and the Non-PPO Provider satisfies advance patient notice and consent requirements, the Participant may be required to pay the balance of the Provider's charge if the Allowable charge is less.

²Non-PPO provider **at a PPO Provider Facility:** When services are received **from a Non-PPO provider in a PPO Provider Facility**, such services will be processed at the PPO benefit level. This means an application of the appropriate PPO deductible and coinsurance. Otherwise, the Participant must pay the balance of the Provider's Charge, if greater than the Allowable Charge.

WELLNESS SERVICES:	PPO:	Non-PPO:
Annual Physical Exam:	*100%	Not Covered
Annual Gynecological Exam or Prostate Exam:	*100%	Not Covered
Well-Child Care: Immunizations are covered at 100%, not subject to Benefit Year deductible or Copay	*100%	Not Covered
Routine Mammograms: Subject to these age guidelines: one mammogram is covered between ages 35 and 39 and each year thereafter for women 40 and over.	*100%	Not Covered
Adult and Child Immunizations: Based on CDC guidelines including administration fees (except those required for travel)	*100%	Not Covered
Routine Colonoscopies: Limited to one every 10 years for Participants age 50 or over	*100%	Not Covered
Routine Hearing Exams:	\$25 Copay, then *100%	Not Covered
BlueCross BlueShield of South Carolina Mammography Network Provider:		
Routine Mammogram: BlueCross BlueShield of South Carolina Mammography Benefit subject to these age guidelines: one mammogram is covered between ages 35 and 39 and each year thereafter for women 40 and over.	*100%	

Note: Benefits covered per ACA guidelines with no cost sharing for services at a Participating Provider. Wellness Services that fall outside of ACA Guidelines: \$25 copay, then *100% IN and Not Covered OON.

PRESCRIPTION DRUG BENEFITS

Prescription Drug Benefits are subject to all of the Prescription Drug Exclusions listed in this document.

Prescription Drugs are provided through the Magellan Rx Prescription Drug Program. Magellan Rx uses the Medispan defined drug/therapeutic classification for product coverage and exclusion. Prescription Drugs will be covered in this manner:

Participating Pharmacies:

Copay per prescription (30-day supply maximum per prescription):

Generic Drug	\$3 Copay, then 100%
Brand Name Drug	30% up to a maximum of \$250 per prescription

Participating Pharmacies:

Copay per prescription (90-day supply maximum available for **Maintenance Drugs at all retail locations**):

Generic Drug	\$6 Copay, then 100%
Brand Name Drug	20% up to a maximum of \$250 per prescription

Mail Service Pharmacy:

Copay per prescription (90-day supply maximum per prescription):

Generic Drug	\$6 Copay, then 100%
Brand Name Drug	20% up to a maximum of \$250 per prescription

Diabetic Medication:

30-day supply maximum per prescription	\$50 Copay, then 100%
60-90-day supply maximum per prescription	\$100 Copay, then 100%

Diabetic Supplies:

30-day supply maximum per prescription	\$6 Copay, then 100%
60-90-day supply maximum per prescription	\$12 Copay, then 100%

Participant will pay the difference in price between the Brand Name Drug and its generic equivalent when a brand name drug is dispensed (up to a maximum of \$225). This differential is in addition to the Brand Name Copayment. However, if there is no Generic bioequivalent available, there will be no additional cost of the Participant (other than the Brand Name Copay).

- *Anti-Obesity prescription drugs are covered.
- *Blood products, blood serum are covered but require prior authorization.
- *Contraceptives are covered to include injectables, orals, patches and IUDs.
- * Smoking Cessations drugs are covered at no cost as outlined by ACA.

All Specialty Drugs require Preauthorization and are limited to 30-day supply at retail and mail order locations.

Other Drugs may require Prior Authorization as well.

Prior authorization is a requirement that your physician obtain approval from your health plan to prescribe a specific medication.

Please visit www.magellanrx.com or call Customer Service at 1.800.424.0472 to determine if any of your medications require prior authorization.

All Rx dollars track to a separate Rx OOP Maximum: \$4,150 Individual/ \$8,300 Family (Embedded) not combined with Medical dollars.

MEDICARE PART D NOTICE

The prescription benefits offered by this Benefit Plan are considered “Creditable” for purposes of the CMS/Medicare Part D drug benefit option. This means that the Benefits offered by this Plan are generally the same as, or better than, what would be available under an approved Part D drug option plan. The determination that this Plan’s drugs coverage is “Creditable” is important. As such, if you participate in this Plan’s prescription drug Benefit program, and are also eligible for CMS/Medicare coverage but do not elect a CMS/Medicare Part D option, CMS/Medicare will not penalize you with higher premiums should you elect to participate in such a program in the future.

It is important to note that the “Creditable” coverage provided by this Plan could be forfeited in the event there is a break in coverage of 63 days or more before enrolling in an approved Part D plan.

MEDICAL BENEFITS

A. Payment

The payment of Covered Expenses for Benefits is subject to all terms and conditions of the Plan of Benefits and the Schedule of Benefits. In the event of a conflict between the Plan of Benefits and the Schedule of Benefits, the Schedule of Benefits controls. Covered Expenses will be paid only for Benefits:

1. Performed or provided on or after the Participant Effective Date;
2. Performed or provided prior to termination of coverage;
3. Provided by a Provider, within the scope of his or her license;
4. For which the required Preadmission Review, Emergency Admission Review, Preauthorization and/or Continued Stay Review has been requested and Preauthorization was received from PAI (the Participant should refer to the Schedule of Benefits for services that require Preauthorization);
5. That are Medically Necessary;
6. That are not subject to an exclusion of this Plan of Benefits;
7. After the payment of all required Benefit Year Deductibles, Coinsurance and Copays.

B. Specific Covered Benefits

If all of these requirements are met, the Group Health Plan will provide the Benefits described in this section:

1. All of the requirements of this Benefits Section must be met;
2. The Benefit must be listed in this section;
3. The Benefit (separately or collectively) must not exceed the dollar amount or other limitations contained on the Schedule of Benefits;
4. The Benefit must not be subject to one or more of the exclusions set forth in the Exclusions and Limitations Section.

The Group Health Plan will provide these Benefits:

1. **Ambulance Services-** Benefits will be paid for professional ground and air ambulance services to the nearest network Hospital in case of an accident or Emergency Medical Condition. The following requirements apply to all ground and air ambulance services and transports:
 - a. The transport is Medically Necessary and reasonable under the circumstances;
 - b. A Participant is transported;
 - c. The destination is local within the United States; and,
 - d. The facility is medically appropriate to treat the Participant's condition.

Benefits will be paid for ground ambulance transport between two Hospitals only when such ground ambulance transport has been Preauthorized and PAI confirms that the receiving Hospital is the closest facility that can provide medically appropriate care to treat the Participant's condition. Transport from one facility to a new facility for the purpose of the Participant obtaining a lower level of care at the new receiving facility must be Preauthorized. Repatriation for Participant convenience is excluded and is not a Benefit for which Covered Expenses are payable.

Preauthorization is required for transportation as an inpatient from one Hospital to a second Hospital using an air ambulance. The following requirements must be met:

- a. The first Hospital does not have the needed Hospital or skilled nursing care to treat the Participant's illness or injury (such as burn care, cardiac care, trauma care, and critical care);
 - b. The second Hospital is the nearest medically appropriate facility to treat the Participant's illness or injury;
 - c. A ground ambulance transport would endanger the Participant's medical condition; and,
 - d. The transport is not related to a hospitalization outside the United States.
2. Covered Expenses made by an **Ambulatory Surgical Center** or minor emergency medical clinic.
 3. Covered Expenses for the cost and administration of an **anesthetic**; however, anesthesia rendered by the attending surgeon or his/her assistant is excluded.
 4. Covered Expenses for **artificial limbs or breast prosthesis**, to replace body parts when the replacement is necessary because of physiological changes.
 5. When an **assistant surgeon** is required to render technical assistance at an operation, the eligible expense for such services shall be limited to 20% of the Allowed Amount of the surgical procedure.
 6. Covered Expenses incurred for the treatment of **autism**.
 7. Covered expenses for **Diabetes Education and Training**.
 8. **Blood transfusions**, including cost of blood, blood plasma, blood plasma expanders and other blood products not donated or replaced by a blood bank.
 9. Phase II **cardiac rehabilitation** (to improve a patient's tolerance for physical activity or exercise) will be covered under a medically supervised and controlled reconditioning program.
 10. Covered Expenses for **chiropractic care**.
 11. Charges incurred for Routine Participant Costs for items and services related to **clinical trials** are covered when:
 - A. The Participant has cancer or other life-threatening disease or condition;
 - B. The referring Provider is a Participating Provider that has concluded the Participant's involvement in such a trial would be appropriate;
 - C. The Participant provides medical and scientific information establishing the Participant's involvement in such a trial would be appropriate;
 - D. The services are furnished in connection with an Approved Clinical Trial.

Group Health Plans may not:

- A. Deny a Qualified Individual participation in an Approved Clinical Trial with respect to the treatment of cancer or another life-threatening disease or condition;
- B. Deny (or limit or impose additional conditions on) a Qualified Individual the coverage of Routine Participant Costs for items and services furnished in connection with participation in the trial;
- C. Discriminate against an individual on the basis of the individual's participation in the trial.

USE OF IN-NETWORK PROVIDERS: If one or more Participating Providers participate in an Approved Clinical Trial, then the Plan requires the Qualified Individual participate in the trial through a Participating Provider accepting patients for the trial.

USE OF OUT-OF-NETWORK PROVIDERS: Qualified Individuals participating in Approved Clinical Trials conducted outside the State in which the Qualified Individual resides will receive out-of-network Benefits for Routine Participant Costs.

12. Initial **contact lenses** or one pair of **eyeglasses** required following cataract surgery;
13. Covered Expenses for **cosmetic surgery**, only for these situations:

- A. When the malappearance or deformity is due to a congenital anomaly;
- B. When due solely to surgical removal of all or part of the breast tissue because of an injury or illness to the breast;
- C. When required for the medical care and treatment of a cleft lip and palate.

Coverage for the proposed cosmetic surgery or treatment must be Preauthorized by the Medical Review Department prior to the date of that surgery or treatment.

- 14. Charges for **CRNAs and Supervising Medical Doctors** will be a Covered Charge subject to these provisions:
 - A. The Allowed Amount for a CRNA will be 50% of the PPO re-priced amount for the MD Anesthesiologist, subject to all other Plan and modifier limitations.
 - B. If the MD Anesthesiologist is not a PPO, then the CRNA Allowed Amount will be equal to 50% of the UCR for the MD Anesthesiologist, subject to all other Plan and modifier limitations.
 - C. Charges for the Supervising MD will be limited to 50% of the PPO re-priced amount for the MD Anesthesiologist working independently.
- 15. Covered Expenses for Prescription **Drugs** requiring a written prescription of a licensed Physician; such drugs must be necessary for the treatment of an illness or injury.
- 16. Covered Expenses for **Durable Medical Equipment** (such as renal dialysis machines, resuscitators or Hospital-type beds), required for temporary therapeutic use in the Participant's home by an individual patient for a specific condition when such equipment ordinarily is not used without the direction of a Physician. If such equipment is not available for rent, the monthly payments toward the purchase of the equipment may be approved by the Plan supervisor. Benefits will be reduced to standard equipment allowances when deluxe equipment is used. The rental or purchase Benefits cannot exceed the purchase price of the equipment. **Preauthorization required for expenses \$500 or more.**
- 17. Covered Expenses for **electrocardiograms**, electroencephalograms, pneumoencephalograms, basal metabolism tests or similar well-established diagnostic tests generally approved by Physicians throughout the United States.
- 18. Benefits will be paid for the treatment of **Emergency Medical Conditions**. Benefits are only available to treat an Emergency Medical Condition provided on an outpatient basis at a Hospital emergency room or department and only for as long as the condition continues to be considered an Emergency Medical Condition, unless otherwise required by applicable law.
- 19. Covered Expenses for Preauthorized **Home Health Care** when rendered to a homebound Participant in the Participant's current place of residence.
- 20. Covered Expenses for Preauthorized **Hospice Care** provided in an inpatient or outpatient setting. Bereavement counseling covered for up to three visits for any combination of family members within 12 months of death.
- 21. **Hospital Covered Expenses** for:
 - A. Daily room and board charges in a Hospital, not to exceed the daily semiprivate room rate (charges when a Hospital private room has been used will be reimbursed at the average semiprivate room rate in the facility). Hospitals with all private rooms will be allowed at the prevailing private room rate;
 - B. The day on which a Participant leaves a Hospital or Skilled Nursing Facility, with or without permission, is treated as the discharge day and will not be counted as an inpatient care day, unless Participant returns to the Hospital by midnight of the same day. The day the Participant returns to the Hospital or Skilled Nursing Facility is treated as the Admission day and is counted as an inpatient care day. The days during which the Participant is not physically present for inpatient care are not counted as inpatient days;
 - C. Confinement in an intensive care unit, cardiac care unit or burn unit;
 - D. Miscellaneous Hospital services and supplies during Hospital confinement if such charges should not have been included in the underlying Hospital charge (as determined by the Plan);
 - E. Inpatient charges for well newborn care for nursery room and board and for professional service. Eligible expenses will be subject to the fee schedule rates for pediatric services and circumcision;
 - F. Outpatient Hospital services and supplies and emergency room treatment.

22. Charges for **Human Organ or Tissue Transplants** subject to these limits:
- A. The transplant must be performed to replace an organ or tissue of the participant.
 - B. If the organ or tissue donor is a participant and the recipient is not, then the Plan will cover donor organ or tissue charges for:
 - i. Evaluating the organ or tissue;
 - ii. Removing the organ or tissue from the donor.

The Plan will always pay secondary to any other coverage for the organ or tissue donor, however, if no coverage is available for the donor then benefits will be considered under the recipient's coverage and subject to the recipient's deductible and coinsurance. If the donor and recipient are both covered under this Plan the donor's charge will be considered as incurred by the recipient.

This Plan will **not** pay benefits for Travel or Lodging expenses.

Transplant arrangements are often assisted by Utilization Review, and at times Transplant facilities may or may not participate in one of the approved Preferred Provider Organizations (PPO). If the Utilization Review Coordinator assists in arranging services with an out-of-network facility (and usually is able to negotiate a discount in the process) then network benefit levels will be utilized when benefit payments are issued. If, however, Utilization review approves the Transplant procedure, but the patient chooses to have the service rendered in a non-network facility that is other than that recommended by Utilization review, then the benefits will be paid at the out-of-network benefit level.

Preauthorization by Cost Management/Utilization Review is mandatory for Transplant Coverage to be in effect (except for Cornea transplants).

23. **Mammograms.**
24. Care and treatment for **marital or pre-marital** counseling is covered.
25. Expenses for **maternity care** for Employee and covered Dependents.
26. Any expenses incurred in obtaining **medical records** in order to substantiate Medical Necessity.
27. Covered Expenses for dressings, sutures, casts, splints, trusses, crutches, pacemakers, braces (not dental braces) or other **Medical Supplies** determined by the Plan to be appropriate for treatment of an illness or injury.
28. Covered Expenses for **Mental Health Services** if rendered by a licensed medical Physician (M.D.), licensed psychologist (Ph.D.), clinical psychologist, licensed masters social worker or licensed professional counselor. Expenses for psychological testing are also covered.
29. Covered Expenses for **newborn care**. The Plan of Benefits will comply with the terms of the Newborns' and Mothers' Health Protection Act of 1996. The Plan of Benefits will not restrict Benefits for any length of Hospital stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery (not including the day of delivery), or less than ninety-six (96) hours following a cesarean section (not including the day of surgery). Nothing in this paragraph prohibits the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than the specified time frames or from requesting additional time for hospitalization. In any case, PAI may not require that a Provider obtain authorization from PAI for prescribing a length of stay not in excess of forty-eight (48) or ninety-six (96) hours as applicable. Nevertheless, Preauthorization is required to use certain Providers or facilities, or to reduce out-of-pocket costs.
30. Covered Expenses for the treatment and services rendered by an **occupational therapist** in a home setting, at a facility or institution whose primary purpose is to provide medical care for an illness or injury, or at a free-standing outpatient facility.
31. Charges for Injury to or care of the mouth, teeth, gums and alveolar processes will be Covered Expenses only if that care is for these **oral surgical procedures**:
- A. Emergency repair due to Injury to sound natural teeth;
 - B. Surgery needed to correct accidental injuries to the jaws, cheeks, lips, tongue, floor and roof of the mouth;

- C. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when a lab exam is required; excision of benign bony growths of the jaw and hard palate; external incision and drainage of cellulitis and incision of sensory sinuses, salivary glands or ducts.
32. The initial purchase and fitting of **orthotic appliances** such as braces, splints or other appliances which are required for support for an injured or deformed part of the body as a result of a disabling congenital condition or an Injury or Sickness that occurred while covered under the plan. Replacement or repair will be covered only if it is necessary due to a change in the person's physical condition or it is less costly to buy a replacement rather than repair the existing equipment or rent like equipment.
33. Covered Expenses for **oxygen** and other gases and their administration.
34. Covered Expenses incurred for Admission in a **physical rehabilitation facility or Skilled Nursing Facility**, for participation in a multidisciplinary team-structured rehabilitation program following severe neurologic or physical impairment. The Participant must be under the continuous care of a Physician, and the attending Physician must certify that the individual requires nursing care 24 hours a day. Nursing care must be rendered by a registered nurse or a licensed vocational or practical nurse. The confinement cannot be primarily for domiciliary, custodial, personal-type care, care due to senility, alcoholism, drug abuse, blindness, deafness, mental deficiency, tuberculosis or mental disorders.
35. Covered Expenses for the treatment or services rendered by a **physical therapist** in a home setting, a facility or institution whose primary purpose is to provide medical care for an illness or injury, or at a free-standing duly licensed outpatient therapy facility.
36. Covered Expenses for the services of a **Physician** for medical care and/or surgical treatments including office, home visits, Hospital inpatient care, Hospital outpatient visits/exams, clinic care, and surgical opinion consultations, subject to:
- In-Hospital medical service consists of a Physician's visit or visits to a Participant who is a registered bed-patient in a Hospital or Skilled Nursing Facility for treatment of a condition other than that for which surgical service or obstetrical service is required, as follows:
- A. In-Hospital medical Benefits will be provided, limited to one visit per specialty per day;
- B. In-Hospital medical Benefits in a Skilled Nursing Facility;
- C. When two or more Physicians, within the same study, render in-Hospital medical services at the same time, payment for such service will be made only to one Physician;
- D. Concurrent medical/surgical care Benefits for in-Hospital medical service in addition to Benefits for surgical service will be provided only:
- i When the condition for which in-Hospital medical service requires medical care not related to Surgical or obstetrical service and does not constitute a part of the usual, necessary and related pre-operative and postoperative care but requires supplemental skills not possessed by the attending surgeon or his assistant;
- ii When a Physician other than a surgeon admits a Participant to the Hospital for medical treatment and it later develops that surgery becomes necessary, such Benefits cease on the date of surgery for the admitting Physician and become payable under the surgeon only;
- iii When the surgical procedure performed is designated by the Plan supervisor as a "warranted diagnostic procedure" or as a "minor surgical procedure."
37. **Preadmission testing** for a scheduled Admission when performed on an outpatient basis prior to such Admission. The tests must be in connection with the scheduled Admission and:
- A. Must be made within seven (7) days prior to Admission;
- B. Must be ordered by the same Physician who ordered the Admission and must be Medically Necessary for the illness or injury for which the Participant is subsequently admitted to the Hospital.
38. **Preventive services** are covered according to:
- A. United States Preventive Services Task Force (USPSTF recommendations Grade A or B);
- B. Centers for Disease Control and Prevention (CDC) recommendations for immunizations;

C. Health Resources and Services Administration (HRSA) recommendations for children and women preventive care and screening;

D. Women's preventive services as provided under the ACA.

These Benefits are provided without any cost-sharing by the Participant when the services are provided by a Participating Provider. Any other covered preventive screenings will be provided as shown in the Schedule of Benefits.

39. Covered Expenses for **Private Duty Nursing Care** by a licensed nurse (R.N., L.P.N. or L.V.N.) as follows:
- A. Inpatient Nursing Care: Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital's Intensive Care Unit is filled or the Hospital has no Intensive Care Unit.
 - B. Outpatient Nursing Care: Charges are covered only when care is Medically Necessary and not Custodial in nature. The only charges covered for Outpatient nursing care are those covered under Home Health Care and does not include outpatient private duty nursing care on a 24 hour shift basis.
40. Covered Expenses for **radiation therapy** or treatment, and **chemotherapy**.
41. Covered Expenses at a **Residential Treatment Center**.
42. Expenses for a **Second Opinion** (Not Mandatory). The Second Opinion must be rendered by a board-certified surgeon who is not professionally or financially associated with the Physician or the surgeon who rendered the first surgical opinion. The surgeon who gives the second surgical opinion may not perform the surgery. If the Second Opinion is different from the first, a third opinion also will be payable, provided the opinion is obtained before the procedure is performed. The conditions that apply to a Second Opinion also apply to any third surgical opinion.
43. Fees of a licensed **speech therapist** for restorative speech therapy for speech loss or impairment due to:
- A. Surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenulectomy);
 - B. An injury or illness.
44. Covered Expenses for **Substance Use** treatment will be payable if rendered by a licensed medical Physician (M.D.), licensed psychologist (Ph.D.), clinical psychologist, licensed masters social worker or licensed professional counselor. Services or charges for Detoxification are also covered.
45. Covered Expenses for **surgical procedures**, subject to:
- A. If two or more operations or procedures are performed at the same surgical approach, the total amount covered for the operations or procedures will be payable for the major procedure only, or Benefits will be payable according to the recommendations of the Medical Review Department;
 - B. If two or more operations or procedures are performed at the same time, through different surgical openings or by different surgical approaches, the total amount covered will be paid according to the Allowed Amount for the operation or procedure bearing the highest allowance, plus one half of the Allowed Amount for all other operations or procedures performed;
 - C. If an operation consists of the excision of multiple skin lesions, the total amount covered will be paid according to the Allowed Amount for the procedure bearing the highest allowance, 50 percent (50%) for procedures bearing the second- and third-highest allowance, 25 percent (25%) for procedures bearing the fourth- through the eighth-highest allowance, and 10 percent (10%) for all other procedures;
 - D. If an operation or procedure is performed in two or more steps or stages, coverage for the entire operation or procedure will be limited to the allowance for such operation or procedure;
 - E. If two or more Physicians perform operations or procedures in conjunction with one another, other than as an assistant at surgery or anesthesiologist, the allowance, subject to the above paragraphs, will be prorated between them by the Plan supervisor when so required by the Physician in charge of the case;
 - F. Certain surgical procedures, which are normally exploratory in nature, are designated as "independent procedures" by the Plan supervisor, and the Allowed Amount is covered when such a procedure is performed as a separate and single entity. However, when an independent procedure is performed as an integral part of

another surgical service, the total amount covered will be paid according to the Fee Schedule for the major procedure only.

46. Covered Expenses for services for **voluntary sterilization** for Participants.
47. Charges associated with the initial purchase of a **wig after chemotherapy**.
48. Covered Expenses for **x-rays**, microscopic tests, and **laboratory tests**.

MEDICAL EXCLUSIONS AND LIMITATIONS

Notwithstanding any provision of the Plan to the contrary, if the Plan generally provides Benefits for a type of injury, then in no event shall a limitation or exclusion of Benefits be applied to deny coverage for such injury if the injury results from an act of domestic violence or a medical condition (including both physical and mental health conditions), even if the medical condition is not diagnosed before the injury.

1. Any service or supply that is not **Medically Necessary**.
2. Charges incurred as a **result of declared or undeclared war or any act of war** or caused during service in the armed forces of any country.
3. **Professional services** billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.
4. **Travel expenses**, whether or not recommended by a Physician.
5. Any medical **social services, recreational or Milieu Therapy, education testing or training**, except as part of Preauthorized Home Health Care or Hospice Care program.
6. **Nutritional counseling or vitamins, food supplements, and other dietary supplies** even if the supplements are ordered or prescribed by a Physician. Exceptions to this exclusion are noted under the Medical Schedule of Benefits and the Prescription Drug Benefits section.
7. Services, supplies or charges for **pre-marital and pre-employment physical examinations**.
8. Any service or supply for which a Participant is entitled to receive payment or Benefits (whether such payment or Benefits have been applied for or paid) under any law (now existing or that may be amended) of the United States or any state or political subdivision thereof, except for Medicaid. These include, but may not be limited to, Benefits provided by or payable under **workers' compensation laws**, the Veteran's Administration for care rendered for service-related disability, or any state or federal Hospital services for which the Participant is not legally obligated to pay. This exclusion applies if the Participant receives such Benefits or payments in whole or in part, and is applied to any settlement or other agreement regardless of how it is characterized and even if payment for medical expenses is specifically excluded.
9. Services to the extent the Participant is entitled to payment or Benefits under any **state or federal** program that provides health care benefits, including Medicare, but only to the extent Benefits are paid or are payable under such programs.
10. Charges incurred for which the Participant is not in the absence of this coverage **legally obligated** to pay or for which a charge would not ordinarily be made in the absence of this coverage.
11. **Illegal Acts**—Any illness or injury received, directly or indirectly, related to and/or contributed to, in whole or in part, while committing or attempting to commit a **felony or while engaging or attempting to engage in an illegal act or occupation**.
12. **Intoxication or Drug Use**—Any service (other than Substance Use Disorder Services), Medical Supplies, charges or losses directly or indirectly resulting from, related to and/or contributed to, in whole or in part, a Participant being **Legally Intoxicated or under the influence of alcohol, chemicals, narcotics, drugs and/or other substances, or taking some action the purpose of which is to create a euphoric state or alter consciousness**. The Participant, or Participant's representative, must provide any available test results showing blood alcohol, chemical, narcotic, drug and/or substance levels upon request. If the Participant refuses to provide these test results, no Benefits will be provided.
13. Services and supplies received as the result of any intentionally **self-inflicted injury**.
14. Charges incurred for services or supplies that constitute **personal comfort or beautification items**, such as television or telephone use.
15. All **cosmetic procedures** and any related **medical supplies**, in which the purpose is improvement of appearance or correction of deformity without restoration of bodily function. Examples of services that are cosmetic and are

not covered are: rhinoplasty (nose); mentoplasty (chin), rhytidoplasty (face lift); surgical planing (dermabrasion); and blepharoplasty (eyelid).

16. Charges for **custodial care**, including sitters and companions.
17. Charges for **services, supplies, or treatment** not commonly and customarily recognized throughout the Physician's profession or by the American Medical Association as generally accepted and Medically Necessary for the Participant's diagnosis and/or treatment of the Participant's illness or injury; or charges for procedures, surgical or otherwise, which are specifically listed by the American Medical Association as having no medical value.
18. Any Medical Supplies or services rendered by a Participant to himself or herself or by a Participant's **immediate family** (parent, Child, spouse, brother, sister, grandparent or in-law).
19. Charges for inpatient confinement, primarily for x-rays, laboratory, diagnostic study, physiotherapy, hydrotherapy, medical observation, convalescent, custodial or rest care, or any medical examination or test **not connected with an active illness or injury**, unless otherwise provided under any preventable care covered under this Plan of Benefits.
20. Charges incurred for treatment on or to the **teeth, the nerves or roots of the teeth, gingival tissue or alveolar processes**.
21. Treatment of **infertility** (including the reversal of voluntary sterilization).
22. **Experimental or Investigational** services, including surgery, medical procedures, devices or drugs. The Group Health Plan reserves the right to approve, upon medical review, non-labeled use of chemotherapy agents that have been approved by the Food and Drug Administration (FDA) for cancer.
23. Charges incurred for treatment or supplies of weak, strained, or **flat feet**, instability or imbalance of the feet, treatment of any tarsalgia, metatarsalgia or bunion (other than operations involving the exposure of bones, tendons or ligaments), cutting or removal by any method of toenails or superficial lesions of the feet, including treatment of corns, calluses and hyperkeratoses, unless needed in treatment of a metabolic or peripheral-vascular disease.
24. Charges for **custom molded inserts and/or orthotics, other than the initial appliance, unless needed in treatment of a metabolic or peripheral-vascular disease**.
25. Charges for **maintenance care**. Unless specifically mentioned otherwise, the Plan of Benefits does not provide Benefits for services and supplies intended primarily to maintain a level of physical or mental function.
26. Any service or supply rendered to a Participant for the treatment of **obesity** or for the purpose of weight reduction. This includes all procedures designed to restrict the Participant's ability to assimilate food; for example, gastric bypass, the insertion of gastric bubbles, the wiring shut of the mouth, and any other procedure the purpose of which is to restrict the ability of the Participant to take in food, digest food or assimilate nutrients. Also excluded are services, supplies or charges for the correction of complications arising from weight control procedures, services, supplies or charges, such as procedures to reverse any restrictive or diversionary procedures and such reconstructive procedures as may be necessitated by the weight loss produced by these non-covered restrictive or diversionary procedures, except as specified on the Schedule of Benefits. Examples of such reconstructive procedures include, but are not limited to, abdominal panniculectomy and removal of excessive skin from arms, legs or other areas of the body. Membership fees to weight control programs are also excluded.
27. Any service or treatment for complications resulting from any **non-covered procedures**.
28. Any service or supply rendered to a Participant for the diagnosis or treatment of **sexual dysfunction** (including impotence) except when Medically Necessary due to an organic disease.
29. Any charges for **elective abortions**, except for abortion performed in accordance with federal Medicaid guidelines.
30. No charge will be covered under Medical Benefits for **dental and oral surgical procedures** involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.
31. Charges not included as part of a Hospital bill for autologous **blood donation** that involves collection and storage of a patient's own blood prior to elective surgery.
32. Charges incurred for **take-home drugs** upon discharge from the Hospital.

33. **Spare items** of the nature of braces of the leg, arm, back and neck, artificial arms, legs or eyes, lenses for the eye, or hearing aids, unless needed due to physiological changes.
34. Care and treatment of **hair loss**.
35. **Exercise programs** for treatment of any condition.
36. Air conditioners, air-purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, exercising equipment, vibratory equipment, elevators or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages or stockings, wigs, non-Prescription Drugs and medicines, first aid supplies and non-Hospital adjustable beds.
37. **Acupuncture or hypnosis**, except when performed by a Physician in lieu of anesthesia.
38. Care and treatment for **sleep apnea**, unless Medically Necessary.
39. Treatment of **dysfunctional conditions** related to the muscles of mastication, malpositions or deformities of the jaw bone(s), orthognathic deformities, or temporomandibular joint (TMJ) disorders.
40. Charges that exceed any **Benefit limitations** stated in the Medical Schedule of Benefits of this Plan document.
41. Admissions or portions thereof for **custodial care or long-term care** including:
 - A. Rest cares;
 - B. Long-term acute or chronic psychiatric care;
 - C. Care to assist a Participant in the performance of activities of daily living (including, but not limited to: walking, movement, bathing, dressing, feeding, toileting, continence, eating, food preparation and taking medication);
 - D. Care in a sanitarium;
 - E. Custodial or long-term care;
 - F. Psychiatric or Substance Use residential treatment when provided at therapeutic schools; wilderness/boot camps; therapeutic boarding homes; halfway houses; and therapeutic group homes.
42. **Counseling and psychotherapy services** for these conditions are not covered:
 - A. Feeding and eating disorders in early childhood and infancy;
 - B. Tic disorders, except when related to Tourette's disorder;
 - C. Elimination disorders;
 - D. Mental disorders due to a general medical condition;
 - E. Sexual function disorders;
 - F. Sleep disorders;
 - G. Medication-induced movement disorders;
 - H. Nicotine dependence, unless specifically listed as a covered Benefit in the Plan of Benefits or on the Medical Schedule of Benefits.
43. Medical supplies, services or charges for the diagnosis or treatment of sexual and gender identity disorders, learning disorders, dissociative disorders, developmental speech delay, communication disorders, developmental coordination disorders, mental retardation or vocational rehabilitation.
44. **Error**. Charges for care, supplies, treatment, and/or services that are required to treat injuries that are sustained or an illness that is contracted, including infections and complications, while the Participant was under, and due to the care of a Provider wherein such illness, injury, infection or complication is not reasonably expected to occur. This exclusion will apply to expenses directly or indirectly resulting from the circumstances of the course of treatment that, in the opinion of the Plan Administrator, in its sole discretion, unreasonably gave rise to the expense.

45. Charges for services that are not reasonable, not Medically Necessary, are not Usual and Customary, and/or are in excess of the **Maximum Allowable Charge** (See definition of Maximum Allowable Charge for application when utilizing PPO network discounts).
46. **Foreign travel.** Care, treatment or supplies out of the U.S. if travel is for the sole purpose of obtaining medical services (unless Medically Necessary as determined by the Plan Administrator and approved in advance).
47. Charges for care, supplies, treatment, and/or services for expenses actually **incurred by other persons.**
48. Charges for care, supplies, treatment, and/or services for Injuries resulting from **negligence**, misfeasance, malfeasance, nonfeasance or malpractice on the part of any licensed Physician.
49. All charges in connection with treatments or medications where the patient either is in **non-compliance** with or is discharged from a Hospital or Skilled Nursing Facility against medical advice.
50. Care, treatment, services or supplies **not recommended and approved by a Physician**; or treatment, services or supplies when the Participant is not under the regular care of a Physician. Regular care means ongoing medical supervision or treatment which is appropriate care for the Injury or Sickness.
51. Treatments and supplies which are **not specified as covered** under this Plan.
52. Care and treatment billed by a Hospital for **non-medical emergency admissions** on a Friday or Saturday. This does not apply if surgery is performed within 24 hours of admission.
53. Charges for **Orthognathic surgery.**
54. **Subrogation, Reimbursement, and/or Third Party Responsibility.** Charge for care, supplies, treatment, and /or services of an Injury or Sickness not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.
55. Excision of wholly or partly unerupted **impacted teeth.**
56. **Behavioral, Educational, or Alternate Therapy Programs:**
Any behavioral, educational or alternative therapy techniques to target cognition, behavior language and social skills modification, including:
 - A. Applied Behavioral Analysis (ABA) therapy;
 - B. Teaching, Expanding, Appreciating, Collaborating and Holistic (TEACCH) programs;
 - C. Higashi schools/daily life;
 - D. Facilitated communication;
 - E. Floor time;
 - F. Developmental Individual—Difference Relationship-based model (DIR);
 - G. Relationship Development Intervention (RDI);
 - H. Holding therapy;
 - I. Movement therapies;
 - J. Music therapy;
 - K. Animal assisted therapy.
57. **Prescription Drug Exclusions** under this Plan of Benefits:
 - A. Therapeutic devices or appliances, including hypodermic needles, syringes, support garments, ostomy supplies and non-medical substances regardless of intended use;
 - B. Any over-the-counter medication, unless specified otherwise;
 - C. Prescription Drugs that have not been prescribed by a Physician;
 - D. Prescription Drugs not approved by the Food and Drug Administration;
 - E. Prescription Drugs for non-covered therapies, services, or conditions;
 - F. Prescription Drug refills in excess of the number specified on the Physician's prescription order or Prescription Drug refills dispensed more than one (1) year after the original prescription date;

- G. Unless different time frames are specifically listed on the Schedule of Benefits more than a thirty (30) day supply for Prescription Drugs (ninety (90) day supply for Prescription Drugs obtained through a Mail Service Pharmacy);
- H. Any type of service or handling fee (with the exception of the dispensing fee charged by the pharmacist for filling a prescription) for Prescription Drugs, including fees for the administration or injection of a Prescription Drug;
- I. Dosages that exceed the recommended daily dosage of any Prescription Drug as described in the current Physician's Desk Reference or as recommended under the guidelines of the Pharmacy Benefit Manager, whichever is lower;
- J. Prescription Drugs administered or dispensed in a Physician's office, Skilled Nursing Facility, Hospital or any other place that is not a Pharmacy licensed to dispense Prescription Drugs in the state where it is operated;
- K. Prescription Drugs for which there is an over-the-counter equivalent and over-the-counter supplies or supplements;
- L. Prescription Drugs that are being prescribed for a specific medical condition that are not approved by the Food and Drug Administration for treatment of that condition (except for Prescription Drugs for the treatment of a specific type of cancer, provided the drug is recognized for treatment of that specific cancer in at least one standard, universally accepted reference compendia or is found to be safe and effective in formal clinical studies, the results of which have been published in peer-reviewed professional medical journals);
- M. Prescription Drugs that are not consistent with the diagnosis and treatment of a Participant's illness, injury or condition, or are excessive in terms of the scope, duration, dosage or intensity of drug therapy that is needed to provide safe, adequate and appropriate care;
- N. Prescription Drugs to enhance physical growth or athletic performance or appearance;
- O. Prescription Drugs that are immunization agents or biological sera;
- P. Prescription Drugs or services that require Preauthorization by PAI and Preauthorization is not obtained;
- Q. Prescription Drugs for injury or disease that are paid by workers' compensation benefits (if a workers' compensation claim is settled, it will be considered paid by workers' compensation benefits);
- R. Prescription Drugs that are not Medically Necessary.

58. **Home Health Care Exclusions** under the Home Health Care Benefit:

- A. Services and supplies not included in the Medical Schedule of Benefits, but not limited to, general housekeeping services and services for custodial care;
- B. Services of a person who ordinarily resides in the home of the Participant, or is a Participant's immediate family member (parent, Child, spouse, brother, sister, grandparent or in-law);
- C. Transportation services.

Notwithstanding the above exclusions, in the event that, after review of the medical records, other documentation, and case notes, the health care management medical director (or similarly titled position) of PAI, deems a plan of treatment and procedures are appropriate care for a Participant, the Plan shall deem the cost of the plan of treatment and procedures a Covered Expense.

ELIGIBILITY FOR COVERAGE

Eligibility:

Waiting Period:	Coverage for new Employees will commence on the first day of the month following 60 days of continuous employment.
Annual Enrollment:	Month of March for a May 1 st effective date
Actively at Work: Minimum hours per week:	At least 30 full-time hours per week
Dependent Child, in addition to meeting the requirements contained in the Plan of Benefits; the maximum age limitation to qualify as a Dependent Child is:	An Employee may cover a Dependent Child up to the end of the calendar month during which the Dependent Child reaches age 26 for medical Benefits.
The column to the right identifies other group classifications, as defined by the Plan Sponsor, that also may participate in the Plan of Benefits:	Council Members (not subject to the 30 full-time hours per week minimum)
The column to the right identifies other group classifications, as defined by the Plan Sponsor, that may not participate in the Plan of Benefits:	Seasonal or Temporary Employees Post 65 Retirees and Medicare Eligible Individuals
Coverage for Participants will terminate the last day of the month in which employment is terminated or the end of the period for which the required premium has been paid.	

A. ELIGIBILITY

1. Every Employee who is Actively at Work and who has completed the Waiting Period on or after the Plan Sponsor Effective Date is eligible to enroll (and to enroll his or her Dependents) for coverage under this Plan of Benefits.
2. If an Employee is not Actively at Work or has not completed the Waiting Period, such Employee is eligible to enroll (and to enroll his or her Dependents) beginning on the next day that the Employee is:
 - a. Actively at Work;
 - b. Has completed the Waiting Period.
3. Dependents are not eligible to enroll for coverage under Plan of Benefits without the sponsorship of an Employee who is enrolled under this Plan of Benefits.
4. Probationary periods and/or contribution levels will not be based on any factor that discriminates in favor of higher-wage employees as required under the ACA.

B. ELIGIBLE CLASSES OF EMPLOYEES—RETIREE HEALTH INSURANCE PLAN PROVISIONS

THESE RETIREE HEALTH INSURANCE PLAN (THE “PLAN”) PROVISIONS ARE SUBJECT TO CHANGE AND THE COUNTY’S ABILITY TO FUND THIS BENEFIT CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN, OR OTHERWISE, ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR

TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE OR OTHER PERSON ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS “AT WILL” AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THIS PLAN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY THE OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

All current Retirees of Oconee County will continue with their current Retiree health insurance/Plan Benefits with no changes at this time; however, such Benefits are subject to change in the future.

1. Grandfathered Employees:

- a. “Grandfathered Employees” are those Employees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.
- b. Upon retirement, Grandfathered Employees will remain on the Oconee County Health Care Plan under the same terms and conditions as when they were actively employed until age 65 or when they become Medicare eligible, whichever occurs first. Spouses of Grandfathered Employees are eligible for the same coverage as Grandfathered Employees, provided the spouse is on the Grandfathered Employee’s County Health Care Plan at the time of his or her retirement.
- c. Once a retired Grandfathered Employee reaches age 65, he or she is required to enroll in Medicare parts A & B in order to receive the Subsidy, as defined and described in Section 1.d below,
- d. The Subsidy:
 - i. The County desires to contribute a monthly subsidy to all Grandfathered Employees upon retirement, when they reach 65 years of age or when they become Medicare eligible, whichever occurs first.
 - ii. Current Oconee County paid health Benefit coverage for Grandfathered Employees under the Oconee County Employee Health Care Plan shall cease when the Grandfathered Employee retires (becoming a “Grandfathered Retiree”) and reaches age 65 or becomes Medicare eligible, whichever occurs first. Discontinuance of County paid health Benefit coverage for spouses of Grandfathered Employees/Retirees will also occur when the spouse reaches age 65 or becomes Medicare eligible, whichever occurs first. Effective January 1, 2016 the County began contributing a monthly subsidy of \$158 per Grandfathered Retiree, or \$316 per month if married and the spouse is covered. This subsidy is solely for the purpose of assisting the Grandfathered Retiree and spouse, if applicable, in purchasing a Medicare supplemental insurance plan.
 - iii. Increases to the cost of the Oconee County Employee Care Plan will depend upon actual costs; increases to the Subsidy will change annually by the lower of CPI (Consumer Price Index) or 3% per year. The CPI increase will be determined using September over September time frame.
 - iv. Grandfathered Employees/Retirees may choose to decline coverage under the Plan at any time, but they will not be allowed to re-enroll in the Plan in the future, (with the exception of 2 prior Grandfathered Employees with special circumstances).

2. “Non-Grandfathered Employees” are those Employees hired prior to July 1, 2005, who complete 20 years of consecutive employment for Oconee County but who do not qualify as Grandfathered Employees.

- a. Non-Grandfathered Employees will remain eligible for Oconee County Employee Health Care Plan Benefits upon their retirement, subject to the conditions stated therein, and otherwise provided by law.
- b. Spouses of Non-Grandfathered Employees will not be eligible for Oconee County Employee Health Care Plan coverage upon retirement of the Non-Grandfathered Employee.
- c. Once a Non-Grandfathered Employee retires and attains the age of 65 or becomes Medicare eligible, whichever occurs first, Oconee County Employee Health Care Plan coverage will cease.

- d. No Subsidy will be provided Non-Grandfathered Employees or their spouses.
- 3. For all groups (Grandfathered and Non-Grandfathered) identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purpose of Retiree health Benefits from Oconee County.
- 4. Employees hired after June 30, 2005 are ineligible for both Retiree health care coverage and the Subsidy.

Summary

Grandfathered Employees

- Must have 20 consecutive years of County employment as of December 31, 2013.
- Retiree and spouse will remain on the Oconee County Health Care Plan until they reach age 65 or become Medicare eligible, whichever occurs first.
- At age 65 or upon Medicare eligibility, whichever occurs first, a subsidy in the amount of \$158 for Retiree or \$316 for Retiree/Spouse will be offered in calendar year 2016. Subsidy increases over time by the lesser of 3% per year or the prevailing CPI rate increase each year.

Non-Grandfathered Employees

- Must have 20 consecutive years of County employment and hired before July 1, 2005.
- If retired prior to age 65, retiree will remain on the Oconee County Health Care Plan until the retiree reaches age 65 or becomes Medicare eligible, whichever occurs first.
- No coverage will be provided for spouse upon retirement of the Non-Grandfathered Employee.
- No subsidy will be provided for Non-Grandfathered Employees or their spouses.

Employees hired on or after July 1, 2005

- Oconee County provides no retiree health care coverage or subsidy.

Current Retirees

- Will continue with the current retiree health insurance Plan Benefits being received, with no changes at this time; however, the Plan is subject to change in the future.

C. ELECTION OF COVERAGE

Any Employee may enroll for coverage under the Group Health Plan for such Employee and such Employee’s Dependents by completing and filing a Membership Application with the Plan Sponsor. Dependents must be enrolled within thirty-one (31) days of the date on which they first become Dependents. Employees and Dependents also may enroll if eligible under the terms of any late enrollment or Special Enrollment procedure.

D. COMMENCEMENT OF COVERAGE

Coverage under the Group Health Plan will commence as:

1. Employees and Dependents eligible on the Plan Sponsor Effective Date
For Employees who are Actively at Work prior to and on the Plan Sponsor Effective Date, coverage will generally commence on the Plan of Benefits Effective Date.
2. Employees and Dependents Eligible After the Plan of Benefits Effective Date
Employees and Dependents who become eligible for coverage after the Plan of Benefits Effective Date and have elected coverage will have coverage after they have completed the Waiting Period.
3. Dependents Resulting from Marriage
Dependent(s) resulting from the marriage of an Employee will have coverage effective on the date of marriage provided they have enrolled for coverage within thirty-one (31) days after marriage and the coverage has been paid for under this Plan of Benefits.

4. Newborn Children

A newborn Child will have coverage from the date of birth provided he or she has been enrolled for coverage within thirty-one (31) days after the Child's birth and the coverage has been paid for under this Plan of Benefits.

5. Adopted Children

For an adopted Child of an Employee:

- a. Coverage shall be retroactive to the Child's date of birth when a decree of adoption is entered within thirty-one (31) days after the date of the Child's birth.
- b. Coverage shall be retroactive to the Child's date of birth when adoption proceedings have been instituted by the Employee within thirty-one (31) days after the date of the Child's birth, and if the Employee has obtained temporary custody of the Child.
- c. For an adopted Child other than a newborn, coverage shall begin when temporary custody of the Child begins. Nevertheless, such coverage shall only continue for one (1) year unless a decree of adoption is entered, in which case coverage shall be extended so long as such Child is otherwise eligible for coverage under the terms of this Plan of Benefits.

6. Special Enrollment

In addition to enrollment under Eligibility for Coverage Section (C)(2-5) above, the Group Health Plan shall permit an Employee or Dependent who is not enrolled to enroll if each of these are met:

- a. The Employee or Dependent was covered under a group health Plan or had Creditable Coverage at the time coverage was previously offered to the Employee or Dependent;
- b. The Employee stated in writing at the time of enrollment that the reason for declining enrollment was because the Employee or Dependent was covered under a group health Plan or had Creditable Coverage at that time. This requirement shall apply only if the Plan Sponsor required such a statement at the time the Employee declined coverage and provided the Employee with notice of the requirement and the consequences of the requirement at the time;
- c. The Employee or Dependent's coverage described above:
 - i. Was under a COBRA continuation provision and the coverage under the provision was exhausted;
 - ii. Was not under a COBRA continuation provision described in section 6(c)(i), above, and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, cessation of Dependent status (such as attaining the maximum age to be eligible as a Dependent Child under the Plan), death, termination of employment) or reduction in the number of hours of employment), or if the Plan Sponsor's contributions toward the coverage were terminated;
 - iii. Was one of multiple Plans offered by a Plan Sponsor and the Employee elected a different Plan during an open enrollment period or when a Plan Sponsor terminates all similarly situated individuals;
 - iv. Was under a HMO that no longer serves the area in which the Employee lives, works or resides;
 - v. Under the terms of the Plan, the Employee requests the enrollment not later than thirty-one (31) days after date of exhaustion described in 6(c)(i) above, or termination of coverage or Plan Sponsor contribution described in 6(c)(ii) above. Coverage will begin no later than the first day of the first calendar month following the date the completed enrollment form is received.

The above list is not an all-inclusive list of situations when an Employee or Dependent loses eligibility. For situations other than those listed above, see the Plan Sponsor.

Medicaid or State Children's Health Insurance Program Coverage

- A. The Employee or Dependent was covered under a Medicaid or State Children's Health Insurance Program Plan and coverage was terminated due to loss of eligibility;
- B. The Employee or Dependent becomes eligible for assistance under a Medicaid or State Children's Health Insurance Program Plan;
- C. The Employee or Dependent requests such enrollment not more than sixty (60) days after either:

- i. the date of termination of Medicaid or State Children’s Health Insurance Program coverage;
- ii. determination that the Employee or Dependent is eligible for such assistance.

E. DEPENDENT CHILD’S ENROLLMENT

- 1. A Dependent’s eligibility for or receipt of Medicaid assistance will not be considered in enrolling that Dependent for coverage under this Plan of Benefits.
- 2. Absent the sponsorship of an Employee, Dependents are not eligible to enroll for coverage under this Plan of Benefits.

F. CHANGE IN FAMILY STATUS

The Plan permits you to change your benefit election during the Plan Year if a qualified change in family status occurs. Enrollment Application forms are available from your Human Resources Department. A qualified change in family status can occur for many reasons such as:

Type of Event	You need to...
Birth or Adoption	complete an Enrollment Application and indicate name of Dependent and date of birth or adoption.
Marriage	complete an Enrollment Application and indicate name of Spouse and date of marriage.
Divorce	complete an Enrollment Application and indicate the date of divorce and submit a copy of divorce decree.
Legal Separation	complete an Enrollment Application and indicate the date of separation and submit a copy of the separation agreement.
Death	complete an Enrollment Application and indicate the name of deceased and date of death.
Child reaches dependent age limit of 26.	complete an Enrollment Application and indicate the names of the family members who will continue to be covered.
Termination of employment	review section entitled <u>Termination of Coverage</u> in this booklet.
Loss of Spouse’s employment	review section entitled <u>Special Enrollment Periods</u> . If enrolling new Plan members, complete an Enrollment Application and submit HIPAA certificate.

In order to effect a change in your Benefits, you must complete and return an Enrollment Application form to your Human Resources Department within 31 days following the qualifying event. Please note that the requested change in Benefits must be consistent with your change in family status (i.e. change from a single to family coverage due to marriage).

If you have (or expect to have) a change in family status or if you are unsure about your rights and responsibilities when applying for coverage, please contact the Human Resources Department to discuss your options and the necessary enrollment procedures.

G. PARTICIPANT CONTRIBUTIONS

The Participant is solely responsible for making all payments for any Premium.

H. DISCLOSURE OF MEDICAL INFORMATION

By accepting Benefits or payment of Covered Expenses, the Participant agrees that the Group Health Plan (and including BlueCross on behalf of the Group Health Plan) may obtain claims information, medical records, and other information necessary for the Group Health Plan to consider a request for Preauthorization, a Continued Stay Review, an Emergency Admission Review, a Preadmission Review or to process a claim for Benefits.

TERMINATION OF THIS PLAN OF BENEFITS

A. TERMINATION OF THIS PLAN OF BENEFITS

Termination of an Employee's coverage and all of such Employee's Dependents' coverage will occur on the earliest of these dates:

1. The date the Group Health Plan is terminated pursuant to Sections (B)-(E) below.
2. The date an Employee retires unless the Group Health Plan covers such individual as a retiree.
3. The date an Employee ceases to be eligible for coverage as set forth in the Eligibility Section.
4. The last day of the month in which an Employee is no longer Actively at Work or the end of the period for which the required premium has been paid, except that a qualified Employee (as qualified under the Family and Medical Leave Act of 1993) may be considered Actively at Work during any leave taken pursuant to the Family and Medical Leave Act of 1993.
5. In addition to terminating when an Employee's coverage terminates, a Dependent spouse's coverage terminates on the date of entry of a court order ending the marriage between the Dependent spouse and the Employee regardless of whether such order is subject to appeal.
6. In addition to terminating when an Employee's coverage terminates, a Child's coverage terminates when that individual no longer meets the definition of a Dependent under the Group Health Plan.
7. In addition to terminating when an Employee's coverage terminates, an Incapacitated Dependent's coverage terminates when that individual no longer meets the definition of an Incapacitated Dependent.
8. Death of the Employee.

B. TERMINATION FOR FAILURE TO PAY PREMIUMS

1. If a Participant fails to pay the Premium during the Grace Period, such Participant shall automatically be terminated from participation in the Group Health Plan, without prior notice to such Participant.
2. In the event of termination for failure to pay Premiums, Premiums received after termination will not automatically reinstate the Employee in participation under the Group Health Plan absent written agreement by the Plan Sponsor. If the Employee's participation in the Group Health Plan is not reinstated, the late Premium will be refunded to the Employee.

C. TERMINATION WHILE ON LEAVE

During an Employee's leave of absence that is taken pursuant to the Family and Medical Leave Act, the Plan Sponsor must maintain the same health Benefits as provided to Employees not on leave. The Employee must continue to pay his or her portion of the Premium. If Premiums are not paid by an Employee, coverage ends as of the due date of that Premium contribution.

D. TERMINATION DUE TO A RESCISSION OF COVERAGE

In the event that a Participant:

1. Performs an act, practice, or omission that constitutes fraud;
2. Makes an intentional misrepresentation of material fact,

The Participant's coverage under this Plan of Benefits will terminate retroactively at one of these times:

1. If event occurs upon application for participation in the Plan, the Participant's coverage will be void from the time of his/her effective date;
2. If event occurs at any other time, the Participant's coverage will terminate retroactively to the date of the event occurrence, as outlined above.

In the event your coverage is rescinded, you will be given 30 days' advance written notice of the Rescission as well as the retroactive effective date. Any Premiums paid will be returned once the Plan Administrator deducts the

amount for any claims paid.

A Participant has an internal appeal right following written notice of a Rescission of coverage as outlined within the Claims Filing and Appeal Procedures section of this document.

E. NOTICE OF TERMINATION TO PARTICIPANTS

Other than as expressly required by law, if the Group Health Plan is terminated for any reason, the Plan Sponsor is solely responsible for notifying all Participants of such termination and that coverage will not continue beyond the termination date.

F. REINSTATEMENT

The Group Health Plan in its sole discretion (and upon such terms and conditions as any stop-loss carrier or the Plan Sponsor may determine) may reinstate coverage under the Group Health Plan that has been terminated for any reason. If a Participant's coverage (and including coverage for the Participant's Dependents) for Covered Expenses under the Group Health Plan terminates while the Participant is on leave pursuant to the Family and Medical Leave Act because the Participant fails to pay such Participant's Premium, the Participant's coverage will be reinstated without new probationary periods if the Participant returns to work immediately after the leave period, re-enrolls and, within thirty-one (31) days following such return, pays all such Employee's portion of the past due amount and then current Premium.

G. PLAN SPONSOR IS AGENT OF PARTICIPANTS

By accepting Benefits, a Participant agrees that the Plan Sponsor is the Participant's agent for all purposes of any notice under the Group Health Plan. The Participant further agrees that notifications received from, or given to, the Plan Sponsor by PAI are notification to the Employees except for any notice required by law to be given to the Participants by PAI.

H. PERSONNEL POLICIES

Except as required under the Family and Medical Leave Act or the Uniformed Services Employment and Reemployment Rights Act, the Plan Sponsor's current personnel policies regarding Waiting Periods, continuation of coverage, or reinstatement of coverage shall apply during these situations: Plan Sponsor-certified disability, leave of absence, layoff, reinstatement, hire or rehire.

I. RETURN TO WORK

An Employee who returns to work **within six (6) months** of a layoff or an approved leave of absence will retain the same insurance status as prior to the said date, provided any required contributions have been paid in full. No new eligibility Waiting Period will apply unless these conditions were still to be met at the time of layoff or leave of absence.

An Employee who returns to work **after six (6) months** of an approved leave of absence or layoff will be considered a new Employee and will be subject to all eligibility requirements, including all requirements relating to the Effective Date of coverage (except as provided under the provision entitled "status change").

J. STATUS CHANGE

If an Employee or Dependent has a status change while covered under this Plan of Benefits (i.e. Employee to Dependent, COBRA to active) and no interruption in coverage has occurred, the Plan of Benefits will allow continuity of coverage with respect to any Waiting Period.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

In the case of a Participant who is receiving Covered Expenses in connection with a mastectomy, the Group Health Plan will pay Covered Expenses for each of these (if requested by such Participant):

- A. Reconstruction of the breast on which the mastectomy has been performed;
- B. Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- C. Prosthesis and physical complications at all stages of mastectomy, including lymphedemas.

The Plan of Benefits' Benefit Year Deductible and Copay will apply to these Benefits.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Group Health Plan must comply with FMLA as outlined in the regulations issued by the U.S. Department of Labor. During any leave taken under the FMLA, the Plan Sponsor will maintain coverage under this Plan of Benefits on the same basis as coverage would have been provided if the Employee had been continuously employed during the entire leave period.

In general, eligible Employees may be entitled to:

Twelve workweeks of leave in a 12-month period for:

- the birth of a Child and to care for the newborn Child within one year of birth;
- the placement with the Employee of a Child for adoption or foster care and to care for the newly placed Child within one year of placement;
- to care for the Employee's spouse, Child, or parent who has a serious health condition;
- a serious health condition that makes the Employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Twenty-six workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness of a service member spouse, son, daughter, parent, or next of kin to the Employee (military caregiver leave).

An extension up to 12-weeks may be authorized by Department Heads when medical documentation is provided. The additional leave will be allowed only for Employees with no active or unresolved discipline issues in place.

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985

The Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) requires that Plan Sponsors allow these categories of eligible people continue coverage under the Group Health Plan after such individuals would ordinarily not be eligible.

You also may have other options available when you lose this coverage. For example, you may be eligible to enroll into an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. (For more information about the Marketplace, visit www.HealthCare.gov). Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees.

If you decide to continue this coverage, it is available for a period of up to 18, 29 or 36 months, depending on the circumstances:

- A. 18 months for Employees whose working hours are reduced – during a non-FMLA leave of absence or when an Employee changes from full-time to part-time – and any family members who also lose coverage for this reason;
- B. 18 months for Employees who voluntarily quit work and any family members who also lose coverage for this reason;
- C. 18 months for Employees who are part of a layoff and any family members who also lose coverage for this reason;
- D. 18 months for Employees who are fired, unless the firing is due to gross misconduct of the Employee, and any family members who also lose coverage for this reason;
- E. 29 months for Employees and all covered Dependents who are determined to be disabled under the Social Security Act before or during the first sixty (60) days after termination of employment or reduction of hours of employment. Notice of the Social Security Disability determination must be given to the Plan Sponsor within 60 days of the determination of disability and before the end of the first 18 months of continuation of coverage. Nevertheless, if the determination was prior to termination, the Notice can be provided with COBRA election form in order to secure the extension;
- F. 36 months for Employees’ widows or widowers and their Dependent Children;
- G. 36 months for separated (in states where legal separation is recognized) or divorced husbands or wives of the Employee and their Dependent Children;
- H. 36 months for Dependent Children who lose coverage under the Plan of Benefits because they no longer meet the Plan’s definition of a Dependent Child;
- I. 36 months for Dependents who are not eligible for Medicare when the Employee is eligible for Medicare and no longer has coverage with the Plan Sponsor;
- J. For Plans providing coverage for retired Employees and their Dependents, a special rule applies for such persons who would lose coverage due to the Plan Sponsor filing for Title 11 Bankruptcy. (Loss of coverage includes a substantial reduction of coverage within a year before or after the bankruptcy filing.) Upon occurrence of such an event, retired Employees and their eligible Dependents may continue their coverage under the Plan of Benefits until the date of death of the retiree. If a retiree dies while on this special continued coverage, surviving Dependents may elect to continue coverage for up to 36 additional months.

Except for items E, G, and H, above, the Plan Administrator is responsible for getting the proper form(s) to the Participant so continuation of coverage can be applied for.

For items E, G, and H, the Participant is responsible for notifying the Plan Administrator within sixty (60) days that the qualifying event has occurred. The notice must be given in writing to the Plan Administrator and should contain this information: (1) name of benefit Plan, (2) covered Employee’s name, (3) your name and address, and (4) the type of qualifying event and the date it occurred. Upon receipt of notice, the Plan Sponsor will then forward the COBRA application form to the Participant or the appropriate Dependent.

The Participant or the appropriate Dependent must complete a COBRA application form and return it to the Plan Administrator no later than 60 days (called the election period) from the later of: (1) the date the Participants coverage ends, or (2) the date the Participant receives notice of the right to apply for continuation coverage.

An application by the Participant or their spouse for continuation of coverage also applies to any other family members who also lose coverage for the same reason. However, each family member losing coverage for the same reason is entitled to make a separate application for continuation of coverage. If there is a choice among types of coverage under the Plan of Benefits, each family member can make a separate selection from the available types of coverage.

During an 18-month continuation of coverage period, some persons may have another situation occur to them from among items B, C, D, and F through I. They will be entitled to continuation of coverage for an overall total of up to **36** months. For items G and H, the Participant must notify the Plan Administrator within **60** days that the situation has occurred.

Premiums for continuation of coverage should be paid to the Plan Administrator or their designated party. The Plan Administrator has the right to require you to pay the entire Premium, even if active employees pay only part of the Premium. The Plan Administrator also has the right to charge and keep an extra two percent administration fee each month. For disabled employees who have applied for the 29-month COBRA continuation period, the Plan Administrator has the right to charge 150% of the applicable Premium each month for the 19th month through the 29th month of coverage.

For those Participants electing COBRA continuation of coverage, the first Premium payment must be postmarked and mailed to the Plan Administrator by the 45th day after the Participant elects continuation coverage. Thereafter, Premium payments are due on the first of each month. There is a 31-day grace period for payment of the monthly Premiums.

COBRA Continuation of Coverage ends earlier than the maximum continuation period under these circumstances:

- A. When Premiums are not paid on time.
- B. When the Participant who has continuation of coverage becomes covered under another group health Plan or Medicare, after the date of the COBRA election, through employment or otherwise.
- C. When a disabled person covered under the extended 29-month COBRA continuation period has been determined by the Social Security Administration to be no longer disabled, coverage ends for the disabled person and any covered family members on the later of 30 days after the determination or 18 months. (Notification must be given to the Company within 30 days of final determination.)
- D. The termination of the Group Health Plan.

Uniformed Services Employment and Re-employment Rights Act (USERRA)

- A. In any case in which an Employee or any of such Employee's Dependents has coverage under the Plan of Benefits, and such Employee is not Actively at Work by reason of active duty service in the uniformed services, the Employee may elect to continue coverage under the Plan of Benefits as provided in this section. The maximum period of coverage of the Employee and such Employee's Dependents under such an election shall be the lesser of:
- i. The twenty-four (24) month period beginning on the date on which the Employee's absence from being Actively at Work by reason of active duty service in the uniformed services begins;
 - ii. The day after the date on which the Employee fails to apply for or return to a position of employment, as determined under USERRA.
- The continuation of coverage period under USERRA will be counted toward any continuation of coverage period available under COBRA.
- B. An Employee who elects to continue coverage under this section of the Group Health Plan must pay one hundred and two percent (102%) such Employee's normal Premium. Except that, in the case of an Employee who performs service in the uniformed services for less than thirty-one (31) days, such Employee will pay the normal contribution for the thirty-one (31) days.
- C. An Employee who is qualified for re-employment under the provisions of USERRA will be eligible for reinstatement of coverage under the Group Health Plan upon re-employment. Except as otherwise provided in this Article upon re-employment and reinstatement of coverage no new exclusion or Probationary Period will be imposed in connection with the reinstatement of such coverage if an exclusion or Waiting Period normally would have been imposed. This Article applies to the Employee who is re-employed and to a Dependent who is eligible for coverage under the Group Health Plan by reason of the reinstatement of the coverage of such Employee.
- D. This Section shall not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, performance of service in the uniformed services.

National Defense Authorization Act—Military Leave Entitlements

- A. Permits a "spouse, son, daughter, parent or next of "kin" to take up to 26 workweeks of leave to care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy and is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness".
- B. Permits an Employee to take FMLA leave for "any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the Employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation".

SUBROGATION / RIGHT OF REIMBURSEMENT

In the event Benefits are provided to or on behalf of a Participant under the terms of this Plan of Benefits, the Participant agrees, as a condition of receiving Benefits under the Plan of Benefits, to transfer to the Group Health Plan all rights to recover damages in full for such Benefits when the injury or illness occurs through the act or omission of another person, firm, corporation, or organization. The Group Health Plan shall be subrogated, at its expense, to the rights of recovery of such Participant against any such liable third party.

If, however, the Participant receives a settlement, judgment, or other payment relating to an injury or illness from another person, firm, corporation, organization or business entity for the injury or illness, the Participant agrees to reimburse the Group Health Plan in full, and in first priority, for Benefits paid by the Group Health Plan relating to the injury or illness. The Group Health Plan's right of recovery applies regardless of whether the recovery, or a portion thereof, is specifically designated as payment for, but not limited to, medical Benefits, pain and suffering, lost wages, other specified damages, or whether the Participant has been made whole or fully compensated for his/her injuries.

The Group Health Plan's right of full recovery may be from the third party, any liability or other insurance covering the third party, the insured's own uninsured motorist insurance, underinsured motorist insurance, any medical payments (Med-Pay), no fault, personal injury protection (PIP), malpractice, or any other insurance coverage that are paid or payable.

The Group Health Plan will not pay attorney's fees, costs, or other expenses associated with a claim or lawsuit without the expressed written authorization of the Group Health Plan.

The Participant shall not do anything to hinder the Group Health Plan's right of subrogation and/or reimbursement. The Participant shall cooperate with the Group Health Plan and execute all instruments and do all things necessary to protect and secure the Group Health Plan's right of subrogation and/or reimbursement, including assert a claim or lawsuit against the third party or any insurance coverage to which the Participant may be entitled. Failure to cooperate with the Group Health Plan will entitle the Group Health Plan to withhold Benefits due the Participant under the Plan of Benefits document. Failure to reimburse the Group Health Plan as required will entitle the Group Health Plan to deny future Benefit payments for all Participants under this policy until the subrogation/reimbursement amount has been paid in full.

It is further agreed that the Participant will sign a written agreement to repay the Group Health Plan in full out of any money that the Participant receives from a negligent person or organization. If the Participant fails to sign such an agreement, the Group Health Plan reserves the right to withhold payment of the Participant's claims, which relate to the negligence of another person or organization, until such time as the Participant signs the agreement to repay.

WORKERS' COMPENSATION PROVISION

This policy does not provide benefits for diagnosis, treatment or other service for any injury or illness that is sustained by a Participant that arises out of, in connection with, or as the result of any work for wage or profit when coverage under any Workers' Compensation Act or similar law is required or is otherwise available for the Participant. Benefits will not be provided under this Plan if coverage under the Workers' Compensation Act or similar law would have been available to the Participant but the Participant elects exemption from available Workers' Compensation coverage; waives entitlement to Workers' Compensation benefits for which he/she is eligible; fails to timely file a claim for Workers' Compensation benefits; or seeks treatment for the injury or illness from a provider that is not authorized by the Participant's Plan Sponsor.

If the Group Health Plan, or its designee, including PAI (hereinafter referred to as "the Plan") pays Benefits for an injury or illness and the Plan determines the Participant also received Workers' Compensation benefits by means of a settlement, judgment, or other payment for the same injury or illness, Participant shall reimburse the Plan in full all Benefits paid by the Plan relating to the injury or illness.

The Plan's right of recovery will be applied even if: the Workers' Compensation benefits are in dispute or are made by means of a compromised, doubtful and disputed, clincher or other settlement; no final determination is made that the injury or illness was sustained in the course of or resulted from the Participant's employment; the amount of Workers' Compensation benefits due to medical or health care is not agreed upon or defined by the Participant or the Workers' Compensation carrier; or the medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

As a condition of receiving Benefits under this Plan of Benefits, the Participant agrees to notify the Plan of any Workers' Compensation claim he/she may make and agrees to reimburse the Plan as described herein. The Participant shall not do anything to hinder the Plan's right of recovery. The Participant shall cooperate with the Plan, execute all documents, and do all things necessary to protect and secure the Plan's right of recovery, including assert a claim or lawsuit against the Workers' Compensation carrier or any other insurance coverage to which the Participant may be entitled. Failure to cooperate with the Plan will entitle the Plan to withhold Benefits due the Participant under this Plan of Benefits. Failure to reimburse the Plan as required under this Section will entitle the Plan to invoke the Workers' Compensation Exclusion and deny payment for all claims relating to the injury or illness and/or deny future Benefit payments for any such Participant until the reimbursement amount has been paid in full.

COORDINATION OF BENEFITS

Coordination of benefits rules apply when a Participant is covered by this Plan of Benefits and also covered by any other Plan or Plans. When more than one coverage exists, one Plan normally pays its benefits in full and the other Plan pays a reduced benefit. This Plan of Benefits will always pay either its Benefits in full or a reduced amount that, when added to the benefits payable by the other Plan or Plans, will not exceed 100% of Allowed Amounts. Only the amount paid by the Plan of Benefits will be included for purposes of determining the maximums in the Schedule of Benefits. Through the coordination of benefits, a Participant or Dependent will not receive more than the Allowed Amounts for a loss.

The coordination of benefits provision applies whether or not a claim is filed under the other Plan or Plans. The Participant agrees to provide authorization to this Plan of Benefits to obtain information as to benefits or services available from any other Plan or Plans, or to recover overpayments. All Benefits contained in the Plan of Benefits are subject to this provision.

When this Plan of Benefits is primary, Benefits are determined before those of the other Plan. The benefits of the other Plan are not considered. When this Plan of Benefits is secondary, Benefits are determined after those of the other Plan. Benefits may be reduced because of the other Plan's benefits. When there are more than two Plans, this Plan of Benefits may be primary as to one and may be secondary as to another.

ORDER OF DETERMINATION

If a Participant covered hereunder is also covered for comparable benefits or services under another Plan that is the Primary Plan, Benefits applicable under this Plan of Benefits will be reduced so that, for benefits incurred, benefits available under all Plans shall not exceed the Allowed Amounts of such benefits.

This Plan of Benefits determines its order of Benefits using the first of these that apply:

- A. **General** - A Plan that does not coordinate with other Plans is always the Primary Plan;
- B. **Non-Dependent/Dependent** - The benefits of the Plan that covers the person as an Employee (other than a Dependent) is the Primary Plan; the Plan that covers the person as a Dependent is the Secondary Plan;
- C. **Dependent Child/Parents Not Separated or Divorced** - Except as stated in (D) below, when this Plan of Benefits and another Plan cover the same Child as a Dependent of different parents:
 1. The Primary Plan is the Plan of the parent whose birthday (month and day) falls earlier in the year. The Secondary Plan is the Plan of the parent whose birthday falls later in the year; but
 2. If both parents have the same birthday, the benefits of the Plan that covered the parent the longer time is the Primary Plan; the Plan that covered the parent the shorter time is the Secondary Plan;
 3. If the other Plan does not have the birthday rule, but has the gender rule and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
- D. **Dependent Child/Separated or Divorced Parents** - If two or more Plans cover a person as a Dependent Child of divorced or separated parents, benefits for the Child are determined in this order:
 1. First, the Plan of the parent with custody of the Child;
 2. Then, the Plan of the spouse of the parent with custody;
 3. Finally, the Plan of the parent without custody of the Child.

Nevertheless, if the specific terms of a court decree state that one parent is responsible for the health care expenses of the Child, then that parent's Plan is the Primary Plan. If a court decree exists stating that the parents shall share joint custody, without stating that one of the parents is financially responsible for the health care of the Child, the order of liability will be determined according to the rules for Dependent Children whose parents are not separated or divorced. Anyone who legally adopts the Child will assume natural parent status.

- E. **Active/Inactive Employee** - The Primary Plan is the Plan that covers the person as an Employee who is neither laid off nor retired (or as that Employee's Dependent). The Secondary Plan is the Plan that covers that person as

a laid off or retired Employee (or as that Employee's Dependent). If the other Plan does not have this rule, and if, as result the Plans do not agree on the order of benefits, this rule does not apply.

- F. **Longer/Shorter Length of Coverage** - If none of the above rules determines the order of benefits, the Primary Plan is the Plan that covered an Employee longer. The Secondary Plan is the Plan that covered that person the shorter time.
- G. In the case of a Plan that contains order of benefit determination rules that declare that Plan to be excess to or **always secondary to all other Plans**, this Plan of Benefits will coordinate benefits as:
1. If this Plan of Benefits is Primary, it will pay or provide Benefits on a Primary basis;
 2. If this Plan of Benefits is secondary, it will pay or provide Benefits first, but the amount of Benefits payable will be determined as if this Plan of Benefits were the Secondary Plan. The liability of this Plan of Benefits will be limited to such payment;
 3. If the Plan does not furnish the information needed by this Plan of Benefits to determine Benefits within a reasonable time after such information is requested, this Plan of Benefits shall assume that the benefits of the other Plan are the same as those provided under this Plan of Benefits, and shall pay Benefits accordingly. When information becomes available as to the actual benefits of the other Plan, any Benefit payment made under this Plan of Benefits will be adjusted accordingly.

H. **Right To Coordination of Benefits Information**

The Plan Administrator and PAI have the right:

1. To obtain or share information with any insurance company or other organization regarding coordination of benefits without the claimant's consent;
2. To require that the claimant provide the Plan Administrator with information on such other Plans so that this provision may be implemented;
3. To pay more than the amount due under this Plan of Benefits to an insurer or other organization if this is necessary, in the Plan Administrator or PAI's opinion, to satisfy the terms of this provision.

I. **Facility of Payment**

Whenever payments that should have been made under this Plan of Benefits in accordance with this provision have been made under any other Plan or Plans, the Plan Administrator will have the right, exercisable alone and in its sole discretion, to pay to any insurance company or other organizations or person making such other payments any amount it will determine in order to satisfy the intent of this provision, and amount so paid will be deemed to be Benefits paid under this Plan of Benefits and to the extent of such payment, the Plan Administrator will be fully discharged from liability under this Plan of Benefits. The Benefits that are payable will be charged against any applicable Maximum Payment or Benefit of this Plan of Benefits rather than the amount payable in the absence of this provision.

J. **Medicare**

Individuals Age 65 or Older

If you are a Participant and are age 65 or older, this Plan is the primary payer. Medicare will be the secondary payer.

If you are a retiree and are age 65 or older and are eligible to participate in this Plan, Medicare will be the primary payer and this Plan will pay secondary.

If you are not a Participant and are age 65 or older, Medicare will be your only medical coverage.

Disabled Participants*

If you are a Participant who is disabled, this Plan is the primary payer and Medicare is the secondary payer.

*This applies for Plans with 100 or more employees. (If the Plan has less than 100 employees, Medicare is primary for disabled individuals).

End-Stage Renal Disease

If you have End-Stage Renal Disease and are a Participant, this Plan is the primary payer and Medicare is the secondary payer for the first 30 months of eligibility or entitlement to Medicare. After 30 months, Medicare will be the primary payer, and this Plan will be the secondary payer.

COBRA - Age 65 or Older or Disabled

If you are age 65 or older or disabled, and covered by Medicare and COBRA, Medicare will be the primary payer and the COBRA coverage will pay secondary.

Coordination:

When Medicare is primary and the Plan is secondary, Medicare (Parts A and B) will be considered a Plan for the purposes of coordination of benefits. The Plan will coordinate benefits with Medicare whether or not the Participant or their Dependents is/are actually receiving Medicare benefits.

DISCLOSURE OF PROTECTED HEALTH INFORMATION TO PLAN SPONSOR

The Group Health Plan will disclose (or require PAI to disclose) Participant's PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administration functions for the Group Health Plan not inconsistent with the requirements of HIPAA. Any disclosure to and use by the Plan Sponsor will be subject to and consistent with the provisions of the sections below.

1. Disclosure of Protected Health Information to Plan Sponsor.
 - a. The Group Health Plan and any health insurance issuer or business associate servicing the Group Health Plan will disclose PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administration functions for the Group Health Plan not inconsistent with the requirements of the HIPAA and its implementing regulations, as amended. Any disclosure to and use by the Plan Sponsor of PHI will be subject to and consistent with the provisions of paragraphs 2 and 3 of this section.
 - b. Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor unless the disclosures are explained in the Notice of Privacy Practices distributed to the Participants.
 - c. Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
2. Restrictions on Plan Sponsor's Use and Disclosure of Protected Health Information.
 - a. The Plan Sponsor will neither use nor further disclose Participant's PHI, except as permitted or required by the Plan documents, as amended, or required by law.
 - b. The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides Participant's PHI, agrees to the restrictions and conditions of the Plan of Benefits, with respect to PHI.
 - c. The Plan Sponsor will not use or disclose Participant PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
 - d. The Plan Sponsor will report to the Group Health Plan any use or disclosure of Participant PHI that is inconsistent with the uses and disclosures allowed under this section promptly upon learning of such inconsistent use or disclosure.
 - e. The Plan Sponsor will make PHI available to the Participant who is the subject of the information in accordance with HIPAA.
 - f. The Plan Sponsor will make PHI available for amendment, and will on notice amend Participant PHI, in accordance with HIPAA.
 - g. The Plan Sponsor will track disclosures it may make of Participant PHI so that it can make available the information required for the Group Health Plan to provide an accounting of disclosures in accordance with HIPAA.
 - h. The Plan Sponsor will make available its internal practices, books, and records, relating to its use and disclosure of Participants' PHI, to the Group Health Plan and to the U.S. Department of Health and Human Services to determine compliance with HIPAA.
 - i. The Plan Sponsor will, if feasible, return or destroy all Participant PHI, in whatever form or medium (including in any electronic medium under the Plan Sponsor's custody or control), received from the Group Health Plan, including all copies of and any data or compilations derived from and allowing identification of any Participant who is the subject of the PHI, when the Participants' PHI is no longer needed for the Plan administration functions for which the disclosure was made. If it is not feasible to return or destroy all Participant PHI, the Plan Sponsor will limit the use or disclosure of any Participant PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.

3. Adequate Separation Between the Plan Sponsor and the Group Health Plan.
 - a. Certain classes of employees or other workforce members under the control of the Plan Sponsor may be given access to Participant PHI received from the Group Health Plan or business associate servicing the Group Health Plan:
 - b. These employees will have access to PHI only to perform the Plan administration functions that the Plan Sponsor provides for the Group Health Plan.
 - c. These employees will be subject to disciplinary action and sanctions, including termination of employment or affiliation with the Plan Sponsor, for any use or disclosure of Participant PHI in breach or violation of or noncompliance with the provisions of this section of the Plan of Benefits. The Plan Sponsor will promptly report such breach, violation or noncompliance to the Group Health Plan, and will cooperate with the Group Health Plan to correct the breach, violation or noncompliance, to impose appropriate disciplinary action or sanctions on each employee or other workforce member causing the breach, violation or noncompliance, and to mitigate any deleterious effect of the breach, violation or noncompliance on any Participant, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance.
 - d. Plan Sponsor shall ensure that the separation required by the above provisions will be supported by reasonable and appropriate security measures.

4. Plan Sponsor Obligations to the security of Electronic Protected Health Information (“ePHI”):

Where ePHI will be created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the Group Health Plan, the Plan Sponsor shall reasonably safeguard the ePHI as follows:

- a. Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that the Plan Sponsor creates, receives, maintains or transmits on behalf of the Group Health Plan. Plan Sponsor will ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect this information;
- b. The Plan Sponsor shall report any security incident of which it becomes aware to the Group Health Plan as provided below.
 - i. In determining how and how often Plan Sponsor shall report security incidents to Group Health Plan, both Plan Sponsor and Group Health Plan agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur outweigh any potential benefit gained from reporting them. Consequently, both Plan Sponsor and Group Health Plan agree that this Agreement shall constitute the documentation, notice and written report of any such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C, and that no further notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider these to be illustrative (but not exhaustive) of unsuccessful security incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with an information system:
 - Pings on a Party’s firewall,
 - Port scans,
 - Attempts to log on to a system or enter a database with an invalid password or username,
 - Denial-of-service attacks that do not result in a server being taken off-line, and
 - Malware (e.g., worms, viruses)

- ii. Plan Sponsor shall, however, separately report to Group Health Plan (i) any successful unauthorized access, use, disclosure, modification, or destruction of the Group Health Plan's ePHI of which Plan Sponsor becomes aware if such security incident either (a) results in a breach of confidentiality; (b) results in a breach of integrity but only if such breach results in a significant, unauthorized alteration or destruction of Group Health Plan's ePHI; or (c) results in a breach of availability of Group Health Plan's ePHI, but only if said breach results in a significant interruption to normal business operations. Such reports will be provided in writing within ten (10) business days after Plan Sponsor becomes aware of the impact of such security incident upon Group Health Plan's ePHI.

GENERAL INFORMATION

Whereas Plan Sponsor establishes this Group Health Plan and the applicable Benefits, rights and privileges that shall pertain to participating employees, hereinafter referred to as “Employees” and the eligible Dependents of such Employees, as herein defined, for which Benefits are provided through a fund established by the Plan Sponsor and hereinafter referred to as the “Plan of Benefits”:

ADMINISTRATIVE SERVICES ONLY

PAI provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims. The Group Health Plan is a self-funded health Plan, and the Plan Sponsor assumes all financial risk and obligation with respect to claims.

CLERICAL ERRORS

Clerical errors by PAI or the Plan Sponsor will not cause a denial of Benefits that should otherwise have been granted, nor will clerical errors extend Benefits that should otherwise have ended.

CONTINUATION OF CARE

If a Participating Provider’s contract ends or is not renewed for any reason other than fraud or a failure to meet applicable quality standards and the Participant is a Continuing Care Patient, the Participant may be eligible to continue to receive in-network Benefits from that Provider with respect to the course of treatment relating to the Participant’s status as a Continuing Care Patient.

In order to receive this Continuation of Care, the Participant must submit a request to PAI on the appropriate form. Upon receipt of the request, PAI will notify the Participant and the Provider of the last date the Provider is part of the network and a summary of Continuation of Care requirements. PAI will review the request to determine qualification for the Continuation of Care. If additional information is necessary to make a determination, PAI may contact the Participant or the Provider for such information. If PAI approves the request, in-network Benefits for that Provider will be provided, with respect to the course of treatment relating to the Participant’s status as a Continuing Care Patient, for ninety (90) days or until the date the Participant is no longer a Continuing Care Patient for the Provider. During this time, the Provider will accept the network allowance as payment in full. Continuation of Care is subject to all other terms and conditions of this contract, including regular Benefit limits.

GOVERNING LAW

The Group Health Plan may be governed by and subject to ERISA and any other applicable federal law. If ERISA or another federal law does not apply, the Group Health Plan is governed by and subject to the laws of the State of South Carolina. If federal law conflicts with any state law, then such federal law shall govern. If any provision of the Group Health Plan conflicts with such law, the Group Health Plan shall automatically be amended solely as required to comply with such state or federal law.

IDENTIFICATION CARD

A Participant must present their Identification Card prior to receiving Benefits.

Having an Identification Card creates no right to Benefits or other services. To be entitled to Benefits, the cardholder must be a Participant whose Premium has been paid. Any person receiving Covered Expenses to which the person is not entitled will be responsible for the charges.

INFORMATION AND RECORDS

PAI and the Plan Sponsor are entitled to obtain such medical and Hospital records as may reasonably be required from any Provider incident to the treatment, payment and health-care operations for the administration of the Benefits hereunder and the attending Physician’s certification as to the Medical Necessity for care or treatment.

LEGAL ACTIONS

No action at law or in equity can be brought under the Group Health Plan until such Participant has exhausted the administrative process (including the exhaustion of all appeals) as described in this booklet. No such action may be brought after the expiration of any applicable period prescribed by law.

MISSTATEMENT OF AGE

If age is a factor in determining eligibility or amount of coverage and there has been a misstatement of age, the coverage or amounts of Benefits, or both, for which the person is covered shall be adjusted in accordance with the covered individual's true age. Any such misstatement of age shall neither continue coverage otherwise validly terminated, nor terminate coverage otherwise validly in force. Contributions and Benefits will be adjusted on the contribution due date next following the date of the discovery of such misstatement.

NEGLIGENCE OR MALPRACTICE

PAI and the Plan Sponsor do not practice medicine. Any medical treatment, service or Medical Supplies rendered to or supplied to any Participant by a Provider is rendered or supplied by such Provider and not by PAI or the Plan Sponsor. PAI and the Plan Sponsor are not liable for any improper or negligent act, inaction or act of malfeasance of any Provider in rendering such medical treatment, service, Medical Supplies or medication.

NOTICES

Except as otherwise provided in this Plan of Benefits, any notice under the Group Health Plan may be given by United States mail, postage paid and addressed:

1. To PAI:
Planned Administrators, Inc.
Post Office Box 6927
Columbia, South Carolina 29260
2. To a Participant: To the last known name and address listed for the Employee on the membership application. Participants are responsible for notifying PAI of any name or address changes within thirty-one (31) days of the change.
3. To the Plan Sponsor: To the name and address last given to PAI. The Plan Sponsor is responsible for notifying PAI and Participants of any name or address change within thirty-one (31) days of the change.

NO WAIVER OF RIGHTS

On occasion, PAI (on behalf of the Group Health Plan) or the Plan Sponsor may, at their discretion, choose not to enforce all of the terms and conditions of this Plan of Benefits. Such a decision does not mean the Group Health Plan or the Plan Sponsor waives or gives up any rights under this Plan of Benefits in the future.

OTHER INSURANCE

Each Participant must provide the Group Health Plan (and its designee, including PAI) and the Plan Sponsor with information regarding all other Health Insurance Coverage to which such Participant is entitled.

PAYMENT OF CLAIMS

Except for the Participant's Provider, a Participant is expressly prohibited from assigning any right to payment of Covered Expenses or any payment related to Benefits. The Group Health Plan may pay Covered Expenses directly to the Employee or to the Non-Participating Provider upon receipt of due proof of loss for services provided by a Non-Participating Provider. Where a Participant has received Benefits from a Participating Provider or Contracting Provider, the Group Health Plan will pay Covered Expenses directly to such Participating Provider or Contracting Provider.

PHYSICAL EXAMINATION

The Group Health Plan has the right to examine, at their own expense, a Participant whose injury or sickness is the basis of a claim (whether Pre-Service, Post-Service, Concurrent or Urgent Care). Such physical examination may be made as often as the Group Health Plan (through its designee, including PAI) may reasonably require while such claim for Benefits or request for Preauthorization is pending.

PLAN AMENDMENTS

Upon thirty (30) days prior written notice, the Plan Sponsor may unilaterally amend the Group Health Plan. Increases in the Benefits provided or decreases in the Premium are effective without such prior notice. Notice of an amendment will be effective when addressed to the Plan Sponsor. PAI has no responsibility to provide individual notices to each Participant when an amendment to the Group Health Plan has been made.

PLAN IS NOT A CONTRACT

This Plan of Benefits constitutes the entire Group Health Plan. The Plan of Benefits will not be deemed to constitute a contract of employment or give any employee of the Plan Sponsor the right to be retained in the service of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge or otherwise terminate the employment of any employee.

PLAN INTERPRETATION

The Plan Administrator has full discretionary authority to interpret and apply all Plan of Benefits provisions, including, but not limited to, all issues concerning eligibility and determination of Benefits. The Plan Administrator may contract with an independent administrative firm to process claims, maintain Group Health Plan data, and perform other Group Health Plan-connected services; however, final authority to construe and apply the provisions of the Plan of Benefits rests exclusively with the Plan Administrator. Decisions of the Plan Administrator, made in good faith, shall be final and binding.

REPLACEMENT COVERAGE

If the Group Health Plan replaced the Plan Sponsor's prior Plan, all eligible persons who were validly covered under that Plan on its termination date will be covered on the Plan of Benefits Effective Date of the Group Health Plan, provided such persons are enrolled for coverage as stated in the Eligibility for Coverage Section.

TERMINATION OF PLAN

The Plan Administrator reserves the right at any time to terminate the Group Health Plan by a written instrument to that effect. All previous contributions by the Plan Administrator shall continue to be issued for the purpose of paying Benefits under the provisions of this Plan of Benefits with respect to claims arising before such termination, or shall be used for the purpose of providing similar health Benefits to covered Employees, until all contributions are exhausted.

ADMINISTRATIVE INFORMATION

TYPE OF ADMINISTRATION

The Plan is a self-funded group health and disability Plan and the administration is provided through a Third Party Claims Administrator. The funding for the benefits is derived from the funds of the Employer and contributions made by covered Employees. The Plan is not insured.

PLAN NAME

Oconee County Employee Health Plan

PLAN NUMBER: 817

TAX ID NUMBER: 57-6000391

PLAN EFFECTIVE DATE: 5/1/2023

PLAN YEAR ENDS: April 30

EMPLOYER INFORMATION

Oconee County
415 South Pine Street
Walhalla, SC 29691
864-638-4244

PLAN ADMINISTRATOR

Oconee County
415 South Pine Street
Walhalla, SC 29691
864-638-4244

NAMED FIDUCIARY

Oconee County
415 South Pine Street
Walhalla, SC 29691
864-638-4244

AGENT FOR SERVICE OF LEGAL PROCESS

Oconee County
415 South Pine Street
Walhalla, SC 29691
864-638-4244

CLAIMS ADMINISTRATOR

Planned Administrators, Inc.
P.O. Box 6927
Columbia, SC 29260
800-768-4375
www.paisc.com

DEFINITIONS

Capitalized terms that are used in this Plan of Benefits shall have these defined meanings:

Active Employee: an Employee who is on the regular payroll of the Plan Sponsor and who has begun to perform the duties of his/her job with the Plan Sponsor on a full-time or part-time basis.

Actively at Work: a permanent, full-time employee who works at least the minimum number of hours per week and the minimum number of weeks per year (each as set forth in the ELIGIBILITY section) and who is not absent from work during the initial enrollment period because of a leave of absence or temporary layoff. An absence during the initial enrollment period due to a Health Status Related Factor will not keep an employee from qualifying for Actively at Work status.

Admission: the period of time between a Participant's entry as a registered bed-patient into a Hospital or Skilled Nursing Facility and the time the Participant leaves or is discharged.

Adverse Benefit Determination: any denial, reduction or termination of, or failure to provide or make (in whole or in part) payment for a claim for Benefits, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Participant's or beneficiary's eligibility to participate in a Plan, and including a denial, reduction or termination of, or failure to provide or make payment (in whole or in part) for a Benefit that results from the application of any utilization review as well as a failure to cover an item or service for which Benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate. A Rescission of coverage, whether or not the Rescission has an adverse effect on any particular Benefit, also is considered an Adverse Benefit Determination.

Allowable Charge: the amount PAI agrees to pay a Provider as payment in full for a service, procedure, supply or equipment. Additionally:

1. The Allowable Charge shall not exceed the Maximum Payment, unless otherwise required by applicable law;
2. The Allowable Charge for Emergency Services (including air ambulance services) provided by Non-Participating/Non-Contracting Providers, as well as non-Emergency Services provided by Non-Participating/Non-Contracting Providers at Participating/Contracting Hospitals, Hospital outpatient departments, Critical Access Hospitals, or Ambulatory Surgical Centers, will pay in accordance with applicable federal law; and,
3. In addition to the Participant's liability for Benefit Year Deductibles, Copayments and/or Coinsurance, the Participant may be balance billed by the Non-Participating/Non-Contracting Provider for any difference between the Allowable Charge and the Billed Charge, except where prohibited by applicable law.

For covered items and services described in item 2, above, the Allowable Charge will be the Recognized Amount (less any applicable Benefit Year Deductible, Copayment and/or Coinsurance), unless otherwise prescribed under applicable law. If the Provider disputes such Allowable Charge and initiates a 30-day open negotiation and/or independent dispute resolution process in accordance with applicable federal law, PAI will administer such processes.

Notwithstanding anything herein to the contrary, the Participant's responsibility for Benefit Year Deductibles, Copayments and/or Coinsurance for covered items and services provided by Non-Participating/Non-Contracting Providers described in item 2, above, will be calculated as if the item or service was furnished by a Participating/Contracting Provider, and based on the Recognized Amount (which may differ from the Allowable Charge).

Ambulatory Surgical Center: a licensed facility that:

1. Has permanent facilities and equipment for the primary purpose of performing surgical procedures on an outpatient basis;
2. Provides treatment by or under the supervision of licensed medical doctors or oral surgeons and provides nursing services when the Participant is in the facility;
3. Does not provide inpatient accommodations; and,
4. Is not, other than incidentally, a facility used as an office or clinic for the private practice of a licensed medical doctor or oral surgeon.

An Ambulatory Surgical Center includes any licensed facility described in section 1833(i)(1)(A) of the Social Security Act.

Approved Clinical Trial: means* a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is:

1. A Federally Funded Trial—the study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of these:
 - a. The National Institutes of Health;
 - b. The Centers for Disease Control and Prevention;
 - c. The Agency for Health Care Research and Quality;
 - d. The Centers for Medicare & Medicaid Services;
 - e. Cooperative group or center of any of the entities described in clauses (i) through (iv) or the Department of Defense or the Department of Veterans Affairs;
 - f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants;
 - g. Any of these departments if the conditions described in paragraph (2) are met:
 - i. The Department of Veterans Affairs.
 - ii. The Department of Defense.
 - iii. The Department of Energy.
2. A Food and Drug Administration Trial—the study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
3. A Drug Trial for investigating new drug applications—the study or investigation is a drug trial that is exempt from having such an investigational new drug application.

*Conditions for Departments. The conditions for a study or investigation conducted by a Department referenced above are that the study or investigation has been reviewed and approved through a system of peer review that the Health and Human Services determines:

1. To be comparable to the system of peer review of studies and investigations used by the National Institutes of Health;
2. Assures unbiased review of the highest scientific standards by Qualified Individuals who have no interest in the outcome of the review.

Benefit Year: the period of time set forth on the Schedule of Benefits. The initial Benefit Year may be more or less than twelve (12) months.

Benefit Year Deductible: the amount, if any, listed on the Schedule of Benefits that must be paid by the Participant each Benefit Year before the Group Health Plan will pay Covered Expenses. The Benefit Year Deductible is subtracted from the Allowed Amount before Coinsurance is calculated. Participants must refer to the Schedule of Benefits to determine if the Benefit Year Deductible applies to the Out-of-Pocket Maximum.

Benefits: medical services or Medical Supplies that are:

1. Medically Necessary;
2. Preauthorized (when required under this Plan of Benefits or the Schedule of Benefits);
3. Included in this Plan of Benefits;
4. Not limited or excluded under the terms of this Plan of Benefits.

Birthing Center: any freestanding health facility, place, professional office or institution which is not a Hospital or in a Hospital, where births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to Birthing Centers in the jurisdiction where the facility is located.

Brand Name Drug: a Prescription Drug that is manufactured under a registered trade name or trademark.

Calendar Year: January 1st through December 31st of the same year.

Child: An Employee's Child, whether a natural Child, adopted Child, foster Child, stepchild, or Child for whom an Employee has custody or legal guardianship. The term "Child" also includes an Incapacitated Dependent, or a Child of a divorced or divorcing Employee who, under a Qualified Medical Child Support Order, has a right to enroll under the Group Health Plan. The term "Child" does not include the spouse of an eligible Child.

Clean Claim: one that can be processed in accordance with the terms of this document without obtaining additional information from the service Provider or third party. It is a claim which has no defect or impropriety. A defect or impropriety shall include a lack of required sustaining documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include claims under investigation for fraud and abuse or claims under review for Medical Necessity and Reasonableness, or fees under review for Usual and Customariness, or any other matter that may prevent the charge(s) from being covered expenses in accordance with the terms of this document.

Filing a Clean Claim—A Provider submits a Clean Claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements or revisions to data elements, of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to claim submittal) to ensure charges constitutes covered expenses as defined by and in accordance with the terms of this document. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clean Claim if the Plan Participant has failed to submit required forms or additional information to the Plan as well.

COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985, as amendment.

Coinsurance: the sharing of Covered Expenses between the Participant and the Group Health Plan. After the Participant's Benefit Year Deductible requirement is met, the Group Health Plan will pay the percentage of Allowed Amounts as set forth on the Schedule of Benefits. The Participant is responsible for the remaining percentage of the Allowed Amount. Coinsurance is calculated after any applicable Benefit Year Deductible or Copay is subtracted from the Allowed Amount based upon the network charge or lesser charge of the Provider.

For Prescription Drug Benefits, Coinsurance means the amount payable by the Participant calculated by multiplying the percentage listed on the Schedule of Benefits and the negotiated pharmacy price for that item at the time of the sale.

Concurrent Care Claim: an ongoing course of treatment to be provided over a period of time or number of treatments.

Continuation of Care: the payment of Participating Provider level of Benefits for services rendered by certain Non-Participating Providers for a definite period of time in order to ensure continuity of care for covered Participants for a Serious Medical Condition.

Continued Stay Review: the review that must be obtained by a Participant (or the Participant’s representative) regarding an extension of an Admission to determine if an Admission for longer than the time that was originally preauthorized is Medically Necessary (when required).

Continuing Care Patient: a Participant who, with respect to a Provider or facility, is either:

1. Undergoing a course of treatment for a serious and complex condition from the Provider or facility;
2. Undergoing a course of institutional or inpatient care from the Provider or facility;
3. Scheduled to undergo nonelective surgery from the Provider or facility, including receipt of postoperative care;
4. Pregnant and undergoing a course of treatment for the pregnancy from the Provider or facility; or,
5. Receiving treatment for a terminal illness from the Provider or facility.

For this purpose, a serious and complex condition means a condition that, in the case of an acute illness, is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm, or in the case of a chronic illness or condition, is life-threatening, degenerative, potentially disability, or congenital and requires specialized medical care over a prolonged period of time.

Copay: the amount specified on the Schedule of Benefits that the Participant must pay directly to the Provider each time the Participant receives Benefits.

Cosmetic Dentistry: unnecessary dental procedures (“cosmetic” dental procedures may be covered if necessary due to an accident while covered under this Plan).

Cosmetic Surgery: medically unnecessary surgical procedures, usually, but not limited to plastic surgery directed toward preserving beauty or correction scars, burns or disfigurements (“cosmetic” procedures may be covered if necessary due to a disfiguring procedure while covered under this plan).

Covered Charge(s): those Medically Necessary services or supplies that are covered under this Plan.

Covered Expenses: the amount payable by the Group Health Plan for Benefits. The amount of Covered Expenses payable for Benefits is determined as set forth in this Plan of Benefits and at the percentages set forth in the Schedule of Benefits. Covered Expenses are subject to the limitations and requirements set forth in the Plan of Benefits and on the Schedule of Benefits. Covered Expenses will not exceed the Allowed Amount.

Credit(s): financial credits (including rebates and/or other amounts) to Group Health Plan and/or PAI directly from drug manufacturers or other Providers through a Pharmacy Benefit Manager (PBM). Credits are used to help stabilize overall rates and to offset expenses and may not be payable to Participants.

Reimbursements to a Participating Pharmacy, or discounted prices charged at Pharmacies, are not affected by these credits. Any Coinsurance that a Participant must pay for Prescription Drugs is based on the Allowed Amount at the Pharmacy and does not change due to receipt of any Credit received by Group Health Plan and/or PAI. Copays are not affected by any Credit.

Critical Access Hospital: a facility that is designated by the state in which it is located, and certified by the United States Department of Health and Human Services, as a critical access hospital.

Custodial Care: care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care are help in walking and getting out of bed; assistance in bathing, dressing, feeding, or supervision over medication which could normally be self-administered.

Dependent: an individual who is:

1. An Employee's spouse, which is any individual who is legally married under any state law;
2. A Child under the age set forth in the Eligibility for Coverage section;
3. An Incapacitated Dependent.

Detoxification: a Hospital service providing treatment to diminish or remove from a Patient's body the toxic effects of chemical substances, such as alcohol or drugs, usually as an initial step in the treatment of a chemical-dependent person.

Discount Services: services (including discounts on services) that are not Benefits but may be offered to Participants from time to time as a result of being a Participant.

Durable Medical Equipment: equipment that:

1. Can stand repeated use;
2. Is Medically Necessary;
3. Is customarily used for the treatment of a Participant's illness, injury, disease or disorder;
4. Is appropriate for use in the home;
5. Is not useful to a Participant in the absence of illness or injury;
6. Does not include appliances that are provided solely for the Participant's comfort or convenience;
7. Is a standard, nonluxury item (as determined by the Group Health Plan);
8. Is ordered by a medical doctor, oral surgeon, podiatrist or osteopath.

Prosthetic Devices, Orthopedic Devices and Orthotic Devices are considered Durable Medical Equipment. Items such as air conditioners, dehumidifiers, whirlpool baths, and other equipment that have nontherapeutic uses are not considered Durable Medical Equipment.

Emergency Admission Review: the review that must be obtained by a Participant (or the Participant's representative) within twenty-four (24) hours of or by the end of the first working day after the commencement of an Admission to a Hospital to treat an Emergency Medical Condition.

Emergency Medical Condition: a medical condition, including a mental health condition or Substance Use Disorder, manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the Participant, or with respect to a pregnant Participant, the health of the Participant or the Participant's unborn child, in serious jeopardy;
2. Serious impairment to bodily functions; or,
3. Serious dysfunction of any bodily organ or part.

Emergency Services: an appropriate medical screening examination, services, supplies and treatment for stabilization, evaluation and/or initial treatment of an Emergency Medical Condition when provided on an outpatient basis at a Hospital emergency room or department or an independent freestanding emergency department, as well as post-stabilization services provided as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which the Emergency Services are furnished.

Employee: any employee of the Employer (also known as Plan Sponsor) who is eligible for coverage as provided in the eligibility section of this Plan of Benefits, and who is so designated to PAI by the Employer (also known as Plan Sponsor).

Employer: the entity providing this Plan of Benefits, also known as Plan Sponsor.

Employer Effective Date: the date PAI begins to provide services under this Plan of Benefits, also known as Plan Sponsor Effective Date.

Enrollment Date: the date of enrollment in the Group Health Plan or the first day of the Waiting Period for enrollment, whichever is earlier.

Experimental or Investigational: surgical procedures or medical procedures, supplies, devices or drugs that, at the time provided, or sought to be provided, are in the judgment of PAI not recognized as conforming to generally accepted medical practice, or the procedure, drug or device:

1. Has not received required final approval to market from appropriate government bodies;
2. Is one about which the peer-reviewed medical literature does not permit conclusions concerning its effect on health outcomes;
3. Is not demonstrated to be as beneficial as established alternatives;
4. Has not been demonstrated to improve net health outcomes;
5. Is one in which the improvement claimed is not demonstrated to be obtainable outside the experimental or investigational setting.

Excepted Benefits:

1. Coverage only for accident, or disability income insurance, or any combination thereof;
2. Coverage issued as a supplement to liability insurance;
3. Liability insurance, including general liability insurance and automobile liability insurance;
4. Workers' compensation or similar insurance;
5. Automobile medical payment insurance;
6. Credit-only insurance;
7. Coverage for on-site medical clinics;
8. Other similar insurance coverage specified in regulations, under which benefits for medical care are secondary or incidental to other insurance benefits.

If offered separately:

1. Limited scope dental or vision benefits;
2. Benefits for long-term care, nursing home care, Home Health Care, community-based care, or any combination thereof;
3. Such other similar, limited benefits as specified in regulations.

If offered as independent, non-coordinated benefits:

1. Coverage only for a specified disease or illness;
2. Hospital indemnity or other fixed indemnity insurance.

If offered as a separate insurance policy:

1. Medicare supplemental health insurance (as defined under Section 1882(g)(1) of the Social Security Act);
2. Coverage supplemental to the coverage provided under Chapter 55 of Title 10 of the United States Code;
3. Similar supplemental coverage under a group health Plan.

Family Unit: the covered Employee or Retiree and the family members who are covered as Dependents under the Plan.

Formulary: a list of prescription medications compiled by the third party payor of safe, effective therapeutic drugs specifically covered by this Plan.

Foster Child: an unmarried child under the limiting age shown in the Eligibility for Coverage section of this Plan for whom a covered Employee has assumed a legal obligation. All of these conditions must be met:

1. the child is being raised as the covered Employee's;
2. the child depends on the covered Employee for primary support;
3. the child lives in the home of the covered Employee;
4. the covered Employee may legally claim the child as a federal income tax deduction.

A covered Foster Child is not a child temporarily living in the covered Employee's home; one placed in the covered Employee's home by a social service agency which retains control of the child; or whose natural parent(s) may exercise or share parental responsibility and control.

Generic Drug: a Prescription Drug that has a chemical structure that is identical to and has the same bioequivalence as a Brand Name Drug but is not manufactured under a registered brand name or trademark or sold under a brand name. The Pharmacy Benefit Manager has the discretion to determine if a Prescription Drug is a Generic Drug.

Genetic Information: information about genes, gene products (messenger RNA and transplanted protein) or genetic characteristics derived from a Participant or family member of the Participant. Genetic Information includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories, and direct analysis of genes or chromosomes. However, Genetic Information shall not include routine physical measurements, chemical, blood, and urine analyses unless conducted to diagnose a genetic characteristic; tests for abuse of drugs; and tests for the presence of human immunodeficiency virus.

Grace Period: a period of time as determined by the Plan Sponsor that allows for the Participant to pay any Premium due.

Group Health Plan: an employee welfare benefit plan adopted by the Plan Sponsor to the extent that such Plan provides health benefits to employees or their dependents, as defined under the terms of such Group Health Plan, directly or through insurance, reimbursement or otherwise. This Plan of Benefits is a Group Health Plan.

Health Insurance Coverage: benefits consisting of medical care (provided directly, through insurance or reimbursement, or otherwise) under any Hospital or medical service policy or certificate, Hospital or medical service Plan contract, or health maintenance organization contract offered by a health insurance issuer. Health Insurance Coverage includes group health insurance coverage, individual health insurance coverage, and short-term, limited-duration insurance.

Health Status Related Factor: information about a Participant's health, including health status, medical conditions (including both physical and mental illnesses), claims experience, receipt of health care, medical history, Genetic Information, evidence of insurability (including conditions arising out of acts of domestic violence), or disability.

HIPAA: the Health Insurance Portability and Accountability Act of 1996, as amended.

Home Health Care Agency: an agency or organization licensed by the appropriate state regulatory agency to provide Home Health Care.

Home Health Care Plan: must meet these tests: it must be a formal written plan made by the patient's attending Physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the Home Health Care is in place of Hospital confinement; and it must specify the type and extent of Home Health Care required for the treatment of the patient.

Home Health Care Services and Supplies: part-time or intermittent nursing care, health aide services, or physical, occupational, or speech therapy provided or supervised by a Home Health Agency and provided to a homebound Participant in such Participant's private residence.

Hospice Agency: an organization where its main function is to provide Hospice Care Services and Supplies and it is licensed by the state in which it is located, if licensing is required.

Hospice Care Plan: a plan of terminal patient care that is established and conducted by a Hospice Agency and supervised by a Physician.

Hospice Care Services and Supplies: those provided through a Hospice Agency and under a Hospice Care Plan and include inpatient care in a Hospice Unit or other licensed facility, home care, and family counseling during the bereavement period.

Hospice Unit: a facility or separate Hospital Unit that provides treatment under a Hospice Care Plan and admits at least two unrelated persons who are expected to die within six months.

Hospital: a short-term, acute-care facility licensed as a hospital by the state in which it operates. A Hospital is engaged primarily in providing medical, surgical, or acute behavioral health diagnosis and treatment of injured or sick persons, by or under the supervision of a staff of licensed Physicians, and continuous twenty-four (24) hour-a-day services by licensed, registered, graduate nurses physically present and on duty. The term Hospital does not include Long Term Acute Care Hospitals, chronic care institutions or facilities that principally provide custodial, rehabilitative or long-term care, whether or not such institutions or facilities are affiliated with or are part of a Hospital. A Hospital may participate in a teaching program. This means medical students, interns, or residents participating in a teaching program may treat Participants.

Identification Card: the card issued by PAI to a Participant that contains the Participant's identification number.

Incapacitated Child: A covered Dependent Child who reaches the limiting age and is Totally Disabled, incapable of self-sustaining employment by reason of mental or physical handicap, primarily dependent upon the covered Employee for support and maintenance and unmarried. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching the limiting age, subsequent proof of the child's Total Disability and dependency.

The Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

Independent Review Organization: An external review organization approved by the South Carolina Department of Insurance and accredited by a nationally recognized private accrediting organization, and not affiliated with the health carrier.

Illness: a bodily disorder, disease, physical sickness or Mental Disorder. Illness includes Pregnancy, childbirth, miscarriage or complications of Pregnancy.

Injury: an accidental physical Injury to the body caused by unexpected means.

Intensive Care Unit: a separate, clearly designated service area which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a "coronary care unit" or an "acute care unit". It has: facilities for special nursing care not available in regular rooms and wards of the Hospital; special lifesaving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

Late Enrollee: an Employee who enrolls under this Group Health Plan other than during:

1. The first period in which the Employee or Dependent is eligible to enroll if such initial enrollment period is a period of at least thirty (30) days;
2. A Special Enrollment period (as set forth in the Eligibility for Coverage section).

Legal Intoxication/Legally Intoxicated: the Member's blood alcohol level was at or in excess of the amount established under applicable state law to create a presumption and/or inference that the Member was under the influence of alcohol when measured by law enforcement or medical personnel.

Life-Threatening Condition: means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Legal Guardian: a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

Lifetime: a word that appears in this Plan in reference to benefit maximums and limitations. Lifetime is understood to mean while covered under this Plan. Under no circumstances does Lifetime mean during the lifetime of a Participant.

Mail Service/Home Delivery Pharmacy: a Pharmacy maintained by the Pharmacy Benefit Manager that fills prescriptions and sends Prescription Drugs by mail.

Maternity Management Program: the voluntary program offered by the Group Health Plan to Participants who are pregnant.

Maximum Payment: the maximum amount the Group Health Plan will pay (as determined by PAI) for a particular Benefit. The Maximum Payment will not be affected by any credit. The Maximum Payment will be one of the following as determined by PAI in its discretion, subject to any different amount that may be required under applicable law:

1. The actual charge submitted to PAI for the service, procedure, supply or equipment by a Provider;
2. An amount based upon the reimbursement rates established by the Plan Sponsor in its Benefits Checklist;
3. An amount that has been agreed upon in writing by a Provider and PAI;
4. An amount established by PAI, based upon factors including, but not limited to:
 - a. Governmental reimbursement rates applicable to the service, procedure, supply or equipment; or,
 - b. Reimbursement for a comparable or similar service, procedure, supply or equipment, taking into consideration the degree of skill, time and complexity involved; geographic location and circumstances giving rise to the need for the service, procedure, supply or equipment; or,
5. The lowest amount of reimbursement PAI allows for the same or similar service, procedure, supply or equipment when provided by a Participating/Contracting Provider.

In addition, the Maximum Payment for Emergency Services or Air Ambulance Services by a Non-Participating/Non-Contracting Provider, or Non-Emergency Services by a Non-Participating/Non-Contracting Provider at a Participating/Contracting Hospital, Hospital outpatient department, Critical Access Hospital, or Ambulatory Surgical Center, will be the Recognized Amount, unless a different Maximum Payment amount is permitted or required under applicable law.

Maximum Payment: the maximum amount the Group Health Plan will pay for a particular Benefit. The Maximum Payment will not be affected by any Credit. The Maximum Payment will be one of these:

1. The actual charge submitted to the Plan Supervisor for the service, procedure, supply or equipment by a Provider;
2. An amount based upon the reimbursement rates established by the Plan Sponsor in its Benefits Checklist;
3. An amount that has been agreed upon in writing by a Provider and the network used by the Plan Sponsor based upon factors including but not limited to, (i) governmental reimbursement rates applicable to the service, procedure, supply or equipment, or (ii) reimbursement for a comparable or similar service, procedure, supply or equipment, taking into consideration the degree of skill, time and complexity involved, geographic location and the circumstances giving rise to the need for the service, procedure, supply or equipment;
4. The lowest amount of reimbursement allowed for the same or similar services, procedure, supply or equipment when provided by a Participating Provider.

Medical Care Facility: a Hospital, a facility that treats one or more specific ailments or any type of Skilled Nursing Facility.

Medical Child Support Order: any judgment, decree or order (including an approved settlement agreement) issued by a court of competent jurisdiction or a national medical support notice issued by the applicable state agency that:

1. Provides child support with respect to a child or provides for health benefit coverage to a child, is made pursuant to a state domestic relations law (including a community property law), and relates to the Plan of Benefits;
2. Enforces a law relating to medical child support described in Section 1908 of the Social Security Act (as added by section 13822 of the Omnibus Budget Reconciliation Act of 1993) with respect to a group health Plan.
3. A Medical Child Support Order must clearly specify:
 - a. The name and the last known mailing address (if any) of each participant employee and the name and mailing address of each alternate recipient covered by the order;
 - b. A reasonable description of the type of coverage to be provided by the group health Plan to each such alternate recipient or the manner in which such type of coverage is to be determined;
 - c. The period to which such order applies;
 - d. Each group health Plan to which such order applies.
4. If the Medical Child Support Order is a national medical support notice, the order must also include:
 - a. The name of the issuing agency;
 - b. The name and mailing address of an official or agency that has been substituted for the mailing address of any alternate recipient;
 - c. The identification of the underlying Medical Child Support Order.
5. A Medical Child Support Order meets the requirement of this definition only if such order does not require a group health Plan to provide any type or form of the requirements of a law relating to medical child support described in Section 1908 of the Social Security Act (as added by section of 13822 of the Omnibus Budget Reconciliation Act of 1993).

Medical Emergency: a sudden onset of a condition with acute symptoms requiring immediate medical care and includes such conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration, convulsions or other such acute medical conditions.

Medical Non-Emergency Care: care which can safely and adequately be provided other than in a Hospital.

Medically Necessary/Medical Necessity/Medical Care Necessity: health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

1. in accordance with generally accepted standards of medical practice;
2. clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease;
3. not primarily for the convenience of the patient, Physician or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For the purposes of this definition, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

Medical Record Review: in the event that the Plan, based upon a medical record review and audit, determines that a different treatment or different quantity of a drug or supply was provided which is not supported in the billing, then

the plan Administrator may determine the Maximum Allowable Charge according to the medical record review and audit results.

Medical Supplies: supplies that are:

1. Medically Necessary;
2. Prescribed by a Physician acting within the scope of such Provider's license (or are provided to a Participant in a Physician's office);
3. Are not available on an over-the-counter basis (unless such supplies are provided to a Participant in a Physician's office and should not (in PAI's discretion) be included as part of the treatment received by the Participant);
4. Are not prescribed in connection with any treatment or benefit that is excluded under this Plan of Benefits.

Medicare: the Health Insurance For The Aged and Disabled program under Title XVIII of the Social Security Act, as amended.

Mental Health Parity: Pursuant to the Mental Health Parity and Addiction Equity Act of 2008, this Plan applies the terms **uniformly** and enforces parity between covered health care Benefits and covered mental health and substance disorder Benefits relating to financial cost sharing restrictions and treatment duration limitations. For further details, please contact the Plan Administrator.

Mental Health Services: treatment (except Substance Use Services) for a condition that is defined, described or classified **as** a psychiatric disorder or condition in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and is not otherwise excluded by the terms and conditions of this Plan of Benefits.

Midwife: a person who is certified or licensed to assist women in the act of childbirth.

Milieu Therapy: type of treatment in which the patient's social environment is manipulated for his/her benefit.

Morbid Obesity: a diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight for a person of the same height, age and mobility as the Participant.

Natural Teeth: teeth that:

1. Are free of active or chronic clinical decay;
2. Have at least 50% bony support;
3. Are functional in the arch;
4. Have not been excessively weakened by multiple dental procedures;
5. Teeth that have been treated for one (1) or more of the conditions referenced in 1-4 above and, as a result of such treatment, have been restored to normal function.

No-fault Auto Insurance: basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

Non-Participating Provider: any Provider who does not have a current, valid contract with one of the networks used by this Plan of Benefits.

Non-Preferred Brand Name Drug: a Prescription Drug that bears a recognized brand name of a particular manufacturer but does not appear on the list of Preferred Brand Name Drugs and has not been chosen by PAI or its designated Pharmacy Benefit Manager to be a Preferred Brand Name Drug, including any Brand Name Drug with an "A" rated Generic Drug available.

Orthognathic surgery: surgery performed on the bones of the jaws to change their positions. Orthognathic surgery is corrective facial surgery where deformities of the jaw exist. It may be indicated for functional, cosmetic , or health reasons. It is surgery commonly done on the jaws in conjunction with orthodontic treatment, which straightens the teeth.

Orthopedic Device: any rigid or semi-rigid leg, arm, back or neck brace and casting materials that are used directly for the purpose of supporting a weak or deformed body member or restricting or eliminating motion in a diseased or injured part of the body.

Orthotic Device: any device used to mechanically assist, restrict, or control function of a moving part of the Participant's body.

Other Plan: includes, but is not limited to:

1. Any primary payer besides the Plan;
2. Any other group health plan;
3. Any other coverage or policy covering the Participant;
4. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
5. Any policy of insurance from any insurance company or guarantor of a responsible party;
6. Any policy of insurance from any insurance company or guarantor of a third party;
7. Worker's compensation or other liability insurance company;
8. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

Outpatient Care and/or Services: treatment including services, supplies and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician's office, laboratory or X-ray facility, and Ambulatory Surgical Center, or the patient's home.

Out-of-Pocket Maximum: the maximum amount (if listed on the Schedule of Benefits) of otherwise Covered Expenses incurred during a Benefit Year that a Participant will be required to pay.

Over-the-Counter Drug: a drug that does not require a prescription.

Paid Claim: for contractual purpose of this Plan, means a claim will be deemed Paid on the date a check is cut for the services rendered.

Partial Hospitalization: an outpatient program specifically designed for the diagnosis or active treatment of a Mental Disorder or Substance Use when there is a reasonable expectation for improvement or when it is necessary to maintain a patient's functional level and prevent relapse; this program shall be administered in a psychiatric facility which is accredited by the Joint Commission on Accreditation of Health Care Organizations and shall be licensed to provide partial hospitalization services, if required, by the state in which the facility is providing these services. Treatment lasts less than 24 hours, but more than four hours a day and no charge is made for room and board.

Participant: an Employee or Dependent who has enrolled (and qualifies for coverage) under this Plan of Benefits. A Participant may also include individuals who meet the criteria under the "other eligible group classifications" as defined in the Eligibility section of this document.

Participant Effective Date: the date on which a Participant is covered for Benefits under the terms of this Plan of Benefits.

Participating Provider: a Physician, Hospital or other Provider who has a signed contract with one of the networks used by this Plan of Benefits and who has agreed to provide Benefits to a Participant and submit claims to PAI and to accept the Allowed Amount as payment in full for Benefits. The participating status of a Provider may change.

Pharmacy: a licensed establishment where Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where the pharmacist practices.

Physician: a person who is:

1. Not an:
 - h. Intern;
 - i. Resident;
 - j. In-house physician;
2. Duly licensed by the appropriate state regulatory agency as a:
 - a. Medical doctor;
 - b. Oral surgeon;
 - c. Osteopath;
 - d. Podiatrist;
 - e. Chiropractor;
 - f. Optometrist;
 - g. Psychologist with a doctoral degree in psychology;
3. Legally entitled to practice within the scope of his or her license;
4. Customarily bills for his or her services.

Physician Services: these services, performed by a Physician within the scope of his or her license, training and specialty and within the scope of generally acceptable medical standards as determined by PAI:

1. Office visits, which are for the purpose of seeking or receiving care for an illness or injury;
2. Basic diagnostic services and machine tests;
3. Physician Services includes these services when performed by a medical doctor, osteopath, podiatrist or oral surgeon, but specifically excluding such services when performed by a chiropractor, optometrist, or licensed psychologist with a doctoral degree:
 - a. Benefits rendered to a Participant in a Hospital or Skilled Nursing Facility;
 - b. Benefits rendered in a Participant's home;
 - c. Surgical Services;
 - d. Anesthesia services, including the administration of general or spinal block anesthesia;
 - e. Radiological examinations;
 - f. Laboratory tests;
 - g. Maternity services, including consultation, prenatal care, conditions directly related to pregnancy, delivery and postpartum care, and delivery of one or more infants. Physician Services also include maternity services performed by certified nurse midwives.

Plan: any program that provides benefits or services for medical or dental care or treatment including:

1. Individual or group coverage, whether insured or self-insured. This includes, but is not limited to, prepayment, group practice or individual practice coverage;
2. Coverage under a governmental Plan or coverage required or provided by law. This does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended).

Each contract or other arrangement for coverage is a separate Plan for purposes of this Plan of Benefits. If a Plan has two (2) or more parts and the coordination of benefits rules apply only to one (1) of the parts, each part is considered a separate Plan.

Plan Administrator: the entity charged with the administration of the Plan of Benefits. The Plan Sponsor is the Plan Administrator of this Plan of Benefits.

Plan of Benefits: This Plan of Benefits including, the membership application, the Schedule of Benefits, and all endorsements, amendments, riders or addendums.

Plan of Benefits Effective Date: 12:01 AM on the date listed on the Schedule of Benefits.

Plan Sponsor: also known as the Employer.

Plan Year: the 12-month period beginning on either the effective date of the Plan or on the day following the end of the first Plan Year which is a short Plan Year.

Post-Service Claim: any claim that is not a Pre-Service Claim.

Preadmission Review: the review that must be obtained by a Participant (or the Participant's representative) prior to all Admissions that are not related to an Emergency Medical Condition.

Preauthorized/Preauthorization: the approval of Benefits based on Medical Necessity prior to the rendering of such Benefits to a Participant. Preauthorization means only that the Benefit is Medically Necessary. Preauthorization is not a guarantee of payment or a verification that Benefits will be paid or are available to the Participant. Notwithstanding Preauthorization, payment for Benefits is subject to a Participant's eligibility and all other limitations and exclusions contained in this Plan of Benefits. A Participant's entitlement to Benefits is not determined until the Participant's claim is processed.

Preferred Brand Drug: a Prescription Drug that bears a recognized brand name of a particular manufacturer and appears on the list of Preferred Brand Drugs.

Preferred Brand Name Drug: a Prescription Drug that has been reviewed for cost effectiveness, clinical efficacy and quality that is preferred by the Pharmacy Benefit Manager for dispensing to Participants. Preferred Brand Name Drugs are subject to periodic review and modification by PAI, or its designated Pharmacy Benefit Manager, and include Brand Name Drugs and Generic Drugs.

Pregnancy: childbirth and conditions associated with Pregnancy, including complications.

Premium: the monthly amount paid to the Plan Sponsor by the Participant for coverage under this Plan of Benefits. Payment of Premiums by the Participant constitutes acceptance by the Participant of the terms of this Plan of Benefits.

Prescription Drugs: a drug or medicine that is:

1. Required to be labeled that it has been approved by the Food and Drug Administration;
2. Bears the legend "Caution: Federal Law prohibits dispensing without a prescription" or "Rx Only" prior to being dispensed or delivered, or labeled in a similar manner;
3. Insulin.

Additionally, to qualify as a Prescription Drug, the drug must:

1. Be ordered by a medical doctor or oral surgeon as a prescription;
2. Not be entirely consumed at the time and place where the prescription is dispensed;
3. Be purchased for use outside a Hospital.

Prescription Drugs which otherwise may not meet the definition of Prescription Drugs:

1. DESI drugs – These drugs are determined by the FDA (Food and Drug Administration) as lacking substantial evidence of effectiveness. The DESI drugs do not have studies to back up the medications' uses, but since they have been used and accepted for many years without any safety problems, they continue to be used in today's marketplace.

2. Controlled substance 5 (CV) OTC's are covered. (Examples: Robitussin AC syrup and Naldecon-CX) Federal law designates these medications as OTC. Nevertheless, depending on certain state Pharmacy laws, the medications may be considered prescription medications and are, therefore, all covered.
3. Single entity vitamins – These vitamins have indications in addition to their use as nutritional supplements. For this reason, Plan supervisor recommends covering these medications. Single entity vitamins are used for the treatment of specific vitamin deficiency diseases. Some examples include: vitamin B12 (cyanocobalamin) for the treatment of pernicious anemia and degeneration of the nervous system; vitamin K (phytonadione) for the treatment of hypoprothrombinemia or hemorrhage; and folic acid for the treatment of megaloblastic and macrocytic anemias.

Prescription Drug Copay: the amount payable, if any, set forth on the Schedule of Benefits, by the Participant for each Prescription Drug filled or refilled. This amount will not be applied to the Benefit Year Deductible or the Out-of-Pocket Maximum.

Pre-Service Claim: any claim or request for a Benefit where prior authorization or approval must be obtained from BlueCross Medical Review Department before receiving the medical care, service or supply.

Primary Plan: a Plan whose benefits must be determined without taking into consideration the existence of another Plan.

Prior to Effective Date or After Termination Date: dates occurring before a Participant gains eligibility from the Plan, or dates occurring after a Participant loses eligibility from the Plan, as well as charges incurred prior to the effective date of coverage under the Plan or after coverage is terminate, unless Extension of Benefits applies.

Protected Health Information (PHI): Protected Health Information as that term is defined under HIPAA.

Prosthetic Device: any device that replaces all or part of a missing body organ or body member, except a wig, hairpiece or any other artificial substitute for scalp hair.

Provider: any person or entity licensed by the appropriate state regulatory agency and legally engaged within the scope of such person or entity's license in the practice of:

- | | |
|-------------------------|------------------------|
| ◆ Medicine | ◆ Physical Therapy |
| ◆ Dentistry | ◆ Behavioral Health |
| ◆ Optometry | ◆ Oral Surgery |
| ◆ Podiatry | ◆ Speech Therapy |
| ◆ Chiropractic Services | ◆ Occupational Therapy |

Provider includes a long-term-care Hospital, a Hospital, a rehabilitation facility, Skilled Nursing Facility, and nurses practicing in expanded roles (such as pediatric nurse practitioners, family practice nurse practitioners and certified nurse midwives) when supervised by a medical doctor or oral surgeon. The term Provider does not include physical trainers, lay midwives or masseuses.

Qualified Individual: means an individual who is a Participant in a health Plan who meets these conditions:

1. The individual is eligible to participate in an Approved Clinical Trial according to the trial protocol with respect to treatment of cancer or other life-threatening disease or condition;
2. Is either:
 - a. Referred by a participating health care provider and has concluded that the individual's participation in such trial would be appropriate;
 - b. The Participant provides medical and scientific information establishing that their participation in the trial would be appropriate.

Qualified Medical Child Support Order (QMCSO): a Medical Child Support Order that:

1. Creates or recognizes the existence of an Alternate Recipient's right to enroll under this Plan of Benefits;
2. Assigns to an Alternate Recipient the right to enroll under this Plan of Benefits.

Qualifying Event: for continuation of coverage purposes, a Qualifying Event is any one of these:

1. Termination of the Employee's employment (other than for gross misconduct) or reduction of hours worked that renders the Employee no longer Actively at Work and therefore ineligible for coverage under the Plan of Benefits;
2. Death of the Employee;
3. Divorce or legal separation of the Employee from his or her spouse;
4. A Child ceasing to qualify as a Dependent under this Plan of Benefits.
5. Entitlement to Medicare by an Employee, or by a parent of a Child;
6. A proceeding in bankruptcy under Title 11 of the United States Code with respect to an Employer from whose employment an Employee retired at any time.

Reasonable and/or Reasonableness: in the administrator's discretion, services or supplies, or fees for services or supplies which are necessary for the care and treatment of illness or injury not caused by the treating Provider. Determination that fee(s) or services are reasonable will be made by the Plan Administrator, taking into consideration unusual circumstances or complications requiring additional time, skill and experience in connection with a particular service or supply; industry standards and practices as they relate to similar scenarios; and the cause of injury or illness necessitating the service(s) and/or charge(s).

This determination will consider, but will not be limited to, the findings and assessments of these entities: (a) The national Medical Associations, Societies, and organizations; and (b) The Food and Drug Administration. To be Reasonable, service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures. Services, supplies, care and/or treatment that results from errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients, are not Reasonable. The Plan Administrator retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to the Plan Administrator. A finding of Provider negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not Reasonable.

Charge(s) and/or service(s) are not considered to be Reasonable, and as such are not eligible for payment (exceed the Maximum Allowable Charge), when they result from Provider error(s) and/or facility-acquired conditions deemed "reasonably preventable" through the use of evidence-based guidelines, taking into consideration but not limited to CMS guidelines.

The Plan reserves for itself and parties acting on behalf of the right to review charges processed and/or paid by the Plan, to identify charge(s) and/or service(s) that are not reasonable and therefore not eligible for payment by the Plan.

Recognized Amount: the lesser of the Non-Participating/Non-Contracting Provider's Billed Charges or PAI's median contracted rate for Participating/Contracting Providers for the same or similar item or service furnished in the same or similar specialty in the same geographic region; provided that, except in connection with air ambulance services, if there is a recognized amount specified for this purpose under an applicable All-Payer Model Agreement under Section 1115A of the Social Security Act, or if not, under applicable state law, then such amount, as applicable, will instead serve as the Recognized Amount.

Rescission: a cancellation or discontinuance of coverage that has retroactive effect. A cancellation or discontinuance of coverage is not a Rescission if the cancellation or discontinuance of coverage:

1. Has only a prospective effect;
2. Is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions toward the cost of coverage.

A Rescission retroactively canceling coverage is permitted if an individual performs an act, practice or omission that constitutes fraud or if the individual makes an intentional misrepresentation of material fact, as prohibited by the terms of the Plan or coverage.

Residential Treatment Center: a licensed institution, other than a Hospital, which meets all six of these requirements:

1. Maintains permanent and full-time Facilities for bed care of resident patients,
2. Has the services of a Psychiatrist (Addictionologist, when applicable) or Physician extender available at all times and is responsible for the diagnostic evaluation, provides face-to-face evaluation services with documentation a minimum of once per week and PRN as indicated;
3. Has a physician or RN on full-time duty who is in charge of patient care along with one (1) or more RNs or LPNs on duty at all times (twenty-four (24) hours per day, and seven (7) days per week); and
4. Keeps a daily medical record for each patient;
5. Is primarily providing a continuous structured therapeutic program specifically designed to treat behavioral health disorders and is not a group or boarding home, boarding or therapeutic school, half-way house, sober living residence, wilderness camp or any other facility that provides Custodial Care;
6. Is operating lawfully as a residential treatment center in the area where it is located.

Routine Participant Costs: include all items and services consistent with what is typically covered by the Plan for a Qualified Individual who is not enrolled in a clinical trial. This DOES NOT include services that are considered:

1. The investigational item, device, or service, itself;
2. Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the Participant;
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

Retired Employee: a former Active Employee of the Plan Sponsor who was retired while employed by the Plan Sponsor under the formal written plan of the Employer and elects to contribute to the Plan the contribution required from the Retired Employee.

Schedule of Benefits: the pages of this Plan of Benefits so titled that specify the coverage provided and the applicable Copays, Coinsurance, Benefit Year Deductibles, Out-of-Pocket Maximums and Benefit limitations.

Second Opinion: an opinion from a Physician regarding a service recommended by another Physician before the service is performed, to determine whether the proposed service is Medically Necessary and covered under the terms of this Plan of Benefits.

Secondary Plan: the Plan that has secondary responsibility for paying a Participant's claim as determined through the coordination of benefits provisions of this Plan of Benefits.

Serious Medical Condition: a health condition or illness that requires medical attention and for which failure to provide the current course of treatment through the current Provider would place the Participant's health in serious jeopardy. This includes cancer, acute myocardial infarction and pregnancy.

Sickness: For a covered Employee and covered Spouse: Illness, disease or Pregnancy.

For a covered Dependent other than Spouse: Illness or disease.

Skilled Nursing Facility: A licensed institution and accredited, other than a Hospital, which meets all six of these requirements:

1. Maintains permanent and full-time facilities for bed care of resident patients; and
2. Has the services of a Physician available at all times and is responsible for the diagnostic evaluation, provides face-to-face evaluation services with documentation a minimum of once/week and PRN as indicated; and
3. Has a physician or RN on full-time duty who is in charge of patient care, along with one (1) or more RNs or LPNs on duty at all times (twenty-four (24) hours a day; seven (7) days a week); and
4. Keeps a daily medical record for each patient; and
5. Is primarily providing continuous skilled nursing care for sick or injured patients during the recovery stage of their illnesses or injuries and isn't, other than incidentally, a rest home or a home for Custodial Care for the aged; and
6. Is operating lawfully as a skilled nursing facility in the area where it is located.

Special Enrollment: the time period during which an Employee or eligible Dependent who is not enrolled for coverage under this Plan of Benefits may enroll for coverage due to the involuntary loss of other coverage or under circumstances described in the Eligibility For Coverage section of this Plan of Benefits.

Specialist: a Physician who specializes in a particular branch of medicine.

Specialty Drugs: Prescription Drugs that treat a complex clinical condition and/or require special handling such as refrigeration. They generally require complex clinical monitoring, training and expertise. Specialty Drugs include, but are not limited to, infusible Specialty Drugs for chronic diseases, injectable and self-injectable drugs for acute and chronic diseases, and specialty oral drugs. Specialty Drugs are used to treat acute and chronic disease states (e.g. growth deficiencies, hemophilia, multiple sclerosis, rheumatoid arthritis, Gaucher's Disease, hepatitis, cancer, organ transplantation, Alpha 1-antitrypsin disease and immune deficiencies).

Spinal Manipulation/Chiropractic Care: skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

Substance Use: the continued use, abuse and/or dependence on legal or illegal substance(s), despite significant consequences or marked problems associated with the use (as defined, described or classified in the most current version of *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association).

Substance Use Services: services or treatment relating to Substance Use.

Totally Disabled/Total Disability: the Participant is able to perform none of the usual and customary duties of such Participant's occupation. With respect to a Participant who is a Dependent, the terms refer to disability to the extent that such Participant can perform none of the usual and customary duties or activities of a person in good health of the same age. The Participant must provide a licensed medical doctor's statement of disability upon periodic request by the Group Health Plan.

Transplant: The transfer of organs or tissues, including bone marrow, stem cells and cord blood, from human to human. Transplants are covered only at facilities approved by PAI in writing and include only those procedures that otherwise are not excluded by this Plan of Benefits. Preauthorization is required. Transplant Physician Charges are subject to the Benefit Year Deductible.

Transplant Benefit Period: the period of time that for Transplant of:

1. an organ, the period that begins one day prior to the Admission date for Transplant and continues for a 12-month period. Anti-rejection drugs are not subject to the Transplant Benefit Period;
2. bone marrow, the period that begins one day prior to the date marrow ablative therapy begins, or one day prior to the day the preparative regimen for non-myeloablative Transplant begins and continues for a twelve (12) month period. Mobilization therapy and stem-cell harvest are also included. Anti-rejection drugs are not subject to the Transplant Benefit Period.

Urgent Care: treatment required in order to treat an unexpected illness or injury that is life-threatening and required in order to prevent a significant deterioration of the Participant’s health if treatment were delayed.

Urgent Care Claim: any claim for medical care or treatment where making a determination under other than normal time frames could seriously jeopardize the Participant’s life or health or the Participant’s ability to regain maximum function; or, in the opinion of a medical doctor or oral surgeon with knowledge of the Participant’s medical condition, would subject the Participant to severe pain that could not be managed adequately without the care or treatment that is the subject of the claim.

Usual and Customary (U & C): Only Usual and Customary charges are covered expenses. When determining whether an expense is Usual and Customary, the Plan Administrator will take into consideration the fee(s) which the provider most frequently charges the majority of patients for the service or supply, and the prevailing range of fees charged in the same “area” by provider of similar training and experience for the service or supply. The term(s) “same geographic locale” and/or “area” shall be defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of providers, person or organizations rendering such treatment, services, or supplies for which a specific charge is made. To be Usual and Customary, fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The term “Customary” refers to the form and substance of a service, supply, or treatment provided in accordance with generally accepted standards of medical practice to one individual, which is appropriate for the care or treatment of the same sex, comparable age and who receive such services or supplies within the same geographic locale.

The term “Usual and Customary” does not necessarily mean the actual charge made nor the specific service or supply furnished to a Participant by a provider of services or supplies, such as a physician, therapist, nurse, hospital, or pharmacist. The Plan Administrator will determine what the Usual and Customary charge is, for any procedure, service, or supply, and has the discretionary authority to decide whether a specific procedure, service or supply is Usual and Customary.

Usual and Customary charges may alternatively be determined and established by the Plan using normative data such as Medicare cost to charge ratios, average wholesale price (AWP) for prescriptions and/or manufacturer’s retail pricing (MRP) for supplies and devices. In the event a PPO network provider is utilized, the network scheduled allowance may be utilized in lieu of the Usual and Customary Charge. This does not, however, remove the Plan Administrator’s discretionary authority to decide whether a charge is Usual and Customary.

Waiting Period: a period of continuous employment with the Plan Sponsor that an Employee must complete before becoming eligible to enroll in the Plan of Benefits.

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Oconee County
Employee Medical Benefits Plan
Effective Date: May 1, 2023

Plan Document Signature Page

Employer hereby amends and restates by this Plan Document an employee welfare benefit plan. It is intended that this Plan Document will serve to describe the nature, funding and benefits of the Plan.



Oconee County Administrator

By

Title

Amanda F Brock

May 12, 2023

Typed/Printed Name

Date



Witness

Oconee County
Plan Sponsor
OconeeCountyPD2023



Post Office Box 6927, AG-970
Columbia, South Carolina 29260

p 800 | 768 | 4375
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Attachment B
Ordinance 2023-01
May 16, 2023

Oconee County Ordinance 2016-24
EXHIBIT A

**MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE
PLAN - RETIREE HEALTH INSURANCE PLAN PROVISIONS**

THESE RETIREE HEALTH INSURANCE PLAN (THE “PLAN”) PROVISIONS ARE SUBJECT TO CHANGE, AND THE COUNTY’S ABILITY TO FUND THIS BENEFIT CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN, OR OTHERWISE, ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE OR OTHER PERSON ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS “AT WILL” AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THIS PLAN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY THE OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

1. To the extent there are any inconsistencies between the provisions contained herein and the provisions of “ATTACHMENT C” to Ordinance 2016-01, the provisions herein supersede and replace such provisions, which are hereby revoked and repealed.
2. Oconee County (the “County”) acting by and through the Oconee County Council (“County Council”) currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time employment with Oconee County.
3. All current retirees will continue with their current retiree health insurance / plan benefits, with no changes at this time; however, such benefits are subject to change in the future.
4. **Grandfathered Employees:**
 - a. “Grandfathered Employees” are those employees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.
 - b. Upon retirement, Grandfathered Employees will remain on the Oconee County Health Care Plan, under the same terms and conditions as when they were

actively employed, until age 65 or when they become Medicare eligible, whichever occurs first. Spouses of Grandfathered Employees are eligible for the same coverage as Grandfathered Employees, provided the spouse is on the Grandfathered Employee's County Health Care Plan at the time of his or her retirement.

- c. Once a retired Grandfathered Employee reaches age 65, he or she is required to enroll in Medicare parts A & B in order to receive the Subsidy, as defined and described in Section 4.d. below,
 - d. The Subsidy:
 - i. The County desires to contribute a monthly subsidy to all Grandfathered Employees upon retirement, when they reach 65 years of age or when they become Medicare eligible, whichever occurs first.
 - ii. Current Oconee County paid health benefit coverage for Grandfathered Employees under the Oconee County Employee Health Care Plan shall cease when the Grandfathered Employee retires (becoming a "Grandfathered Retiree") and reaches age 65 or becomes Medicare eligible, whichever occurs first. Discontinuance of County paid health benefit coverage for spouses of Grandfathered Employees / Retirees will also occur when the spouse reaches age 65 or becomes Medicare eligible, whichever occurs first. Effective January 1, 2016 the County began contributing a monthly subsidy of \$158 per Grandfathered Retiree, or \$316 per month if married and the spouse is covered. This subsidy is solely for the purpose of assisting the Grandfathered Retiree and spouse, if applicable, in purchasing a Medicare supplemental insurance plan.
 - iii. Increases to the cost of the Oconee County Employee Health Care Plan will depend upon actual costs; increases to the Subsidy will change annually by the lower of CPI (Consumer Price Index) or 3% per year. The CPI increase will be determined using September over September time frame
 - iv. Grandfathered Employees / Retirees may choose to decline coverage under the Plan at any time, but they will not be allowed to re-enroll in the Plan in the future, (with the exception of 2 prior grandfathered employees with special circumstances).
5. **"Non-grandfathered Employees"** are those employees hired prior to July 1, 2005, who complete 20 years of consecutive employment for Oconee County but who do not qualify as Grandfathered Employees.
- a. Non-grandfathered Employees will remain eligible for Oconee County Employee Health Care Plan benefits upon their retirement, subject to the conditions stated therein, and otherwise provided by law.
 - b. Spouses of Non-grandfathered Employees will not be eligible for Oconee County Employee Health Care Plan coverage upon retirement of the Non-grandfathered Employee.
 - c. Once a Non-grandfathered Employee retires and attains the age of 65 or becomes Medicare eligible, whichever occurs first, Oconee County Employee Health Care Plan Coverage will cease.
 - d. No Subsidy will be provided Non-grandfathered Employees or their spouses.

6. For all groups (Grandfathered and Non-grandfathered), identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purposes of retiree health benefits from Oconee County.
7. Employees hired after June 30, 2005 are ineligible for both retiree health care coverage and the Subsidy

Summary:

Grandfathered Employees

- Must have 20 consecutive years of County employment as of December 31, 2013.
- Retiree and Spouse will remain on the Oconee County Health Care Plan until they reach age 65 or become Medicare eligible, whichever occurs first.
- At age 65 or upon Medicare eligibility, (whichever occurs first) a subsidy in the amount of \$158 for Retiree or \$316 for Retiree/Spouse will be offered in calendar year 2016. Subsidy increases over time by the lesser of 3% per year or the prevailing CPI rate increase each year.

Non-Grandfathered Employees

- Must have 20 consecutive years County employment and hired before July 1, 2005.
- If retired prior to age 65, Retiree will remain on the Oconee County Health Care Plan until the retiree reaches age 65 or becomes Medicare eligible, whichever occurs first.
- No coverage will be provided for spouse upon retirement of the Non-Grandfathered Employee.
- No Subsidy will be provided Non-grandfathered Employees or their spouses.

Employees hired on or after July 1, 2005

- Oconee County provides no retiree health care coverage or Subsidy.

Current Retirees

- Will continue with the current retiree health insurance / Plan benefits being received, with no changes at this time; however, the Plan is subject to change in the future.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-03**

AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the “County Council”), in accordance with the general law of the State of South Carolina, including, without limitation, Section 4-9-30, South Carolina Code, 1976, as amended and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

For the fiscal year beginning July 1, 2023 and ending June 30, 2024, \$990,000 is hereby appropriated for fire protection services in the Keowee Fire Special Tax District.

Keowee Fire Special Tax District	\$ 990,000.00
General Obligation Bond Series 2022 Payment	(103,381.05)
Total payout of Tax Funding	\$ 886,618.95

SECTION 2

A tax of sufficient millage, not to exceed 17.5 mills, to fund the aforesated appropriations for the Keowee Fire Special Tax District for the fiscal year beginning July 1, 2023 and ending June 30, 2024, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Keowee Fire Special Tax District and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied on all taxable property, eligible to be lawfully taxed for such purposes, in the Keowee Fire Special Tax District.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in the Keowee Fire Special Tax District to provide for the aforesated appropriations and direct expenditures of that Special Tax District for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

SECTION 4

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 5

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

SECTION 6

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2023.

Adopted in meeting duly assembled this ____ day of June, 2023.

OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chairman, Oconee County Council

ATTEST

Jennifer C. Adams
Clerk to County Council

First Reading: May 2, 2023
Public Hearings: May 16, 2023
Second Reading: May 16, 2023
Public Hearings: June 6, 2023
Third Reading: June 6, 2023

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-05**

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND BORGWARNER PDS (USA) INC. (FORMERLY REFERRED TO AS “PROJECT EVPACK AFFILIATE”), DATED AS OF SEPTEMBER 19, 2017; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized by the Code of Laws of South Carolina, 1976, as amended (“Code”), particularly Title 12, Chapter 44 (“FILOT Act”): (i) to enter into a fee agreement with companies meeting the requirements of the FILOT Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (“State”) and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State; and (ii) to covenant with such companies to accept certain fees in lieu of ad valorem tax payments with respect to projects in the County;

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their negotiated fee-in-lieu of *ad valorem* tax payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County and to facilitate the grant of special source or other infrastructure improvement credits;

WHEREAS, the County is party to the Fee-in-Lieu of Tax Agreement, by and between the County and BorgWarner PDS (USA) Inc., a Delaware corporation (“Company”), dated as of September 19, 2017 (“Fee Agreement”);

WHEREAS, Akasol Inc., a Michigan corporation and affiliate of the Company previously referred to as “Project EVPack” (“Akasol”), has expressed its intent to the County to invest an anticipated \$42.7 million dollars and hire an anticipated 122 full-time employees in the County in connection with the expansion of the manufacturing operations located at the Company’s existing manufacturing facility in the County (“2023 Expansion Project”);

WHEREAS, Akasol and the Company have requested that the County enter into an amendment to the Fee Agreement in connection with the 2023 Expansion Project (“FILOT Amendment”) in exchange for certain economic development incentives as set forth in the FILOT Amendment, the substantially final form of which is attached as Exhibit A to this Ordinance; and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for the FILOT Amendment under the FILOT Act and the MCIP Act:

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. *County Council Findings.* Based solely on information provided to the County by Akasol, it is hereby found, determined, and declared by the County Council, as follows:

- (a) the 2023 Expansion Project constitutes a “project” as that term is referred to and defined in the FILOT Act;
- (b) the 2023 Expansion Project will serve the purposes of the FILOT Act;
- (c) the 2023 Expansion Project will be located entirely within the County;
- (d) the 2023 Expansion Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (e) the 2023 Expansion Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (f) the purposes to be accomplished by the 2023 Expansion Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (g) the inducement of the location or expansion of the 2023 Expansion Project within the County is of paramount importance; and
- (h) the anticipated benefits of the 2023 Expansion Project to the public will be greater than the costs.

Section 2. *Authorization and Approval of Form of FILOT Amendment.* To promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the FILOT Amendment is hereby authorized and approved. The substantially final form of the FILOT Amendment presented at this meeting, attached hereto as Exhibit A, is approved, and all of its terms are incorporated into this Ordinance by reference as if the FILOT Amendment were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the FILOT Amendment in the name of and on behalf of the County, and to cause the executed FILOT Amendment to be delivered to Akasol and the Company and performed by the County. The FILOT Amendment hereby authorized is to be in substantially the form now before this meeting, with such changes thereto as determined by the official of the County executing the same to be acceptable and not materially adverse to the County, such official’s execution thereof to constitute conclusive evidence of such official’s determination.

Section 3. *Effect of FILOT Amendment.* Except as modified by the FILOT Amendment approved pursuant to this Ordinance, the Fee Agreement shall remain unchanged and in full force and effect.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized,

empowered, and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the FILOT Amendment and the performance of all obligations of the County under and pursuant to this Ordinance and the FILOT Amendment.

Section 5. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 6. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

Section 7. *Severability.* The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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Passed and approved: May 16, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: April 18, 2023
Second Reading: May 2, 2023
Public Hearing: May 16, 2023
Third Reading: May 16, 2023

EXHIBIT A
FORM OF AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT

AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT

This AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT (“FILOT Amendment”) is dated effective as of May 16, 2023 (“Effective Date”), by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (“County”), Akasol Inc., a Michigan corporation (“Akasol”), and BorgWarner PDS (USA) Inc., a Delaware corporation (“Company”). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Fee-in-Lieu of Tax Agreement, by and between the County and the Company and dated as of September 19, 2017 (“Fee Agreement”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized by the Code of Laws of South Carolina, 1976, as amended (“Code”), particularly Title 12, Chapter 44 (“FILOT Act”): (i) to enter into a fee agreement with companies meeting the requirements of the FILOT Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (“State”) and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State; and (ii) to covenant with such companies to accept certain fees in lieu of ad valorem tax payments with respect to projects in the County;

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County and to facilitate the grant of special source or other infrastructure improvement credits;

WHEREAS, the County and the Company are parties to the Fee Agreement;

WHEREAS, Akasol, an affiliate of the Company, has expressed its intent to the County to invest an anticipated \$42.7 million dollars and hire an anticipated 122 full-time employees in the County in connection with the expansion of the manufacturing operations located at the Company’s existing manufacturing facility in the County (“2023 Expansion Project”);

WHEREAS, based solely on the information provided by Akasol to the County, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein to Akasol and the Company, for the purpose of inducing Akasol to locate the 2023 Expansion Project in the County (collectively, “Incentives”);

WHEREAS, Akasol and the Company have requested that the County enter into this FILOT Amendment in connection with the 2023 Expansion Project in order to memorialize the terms of the Incentives being offered by the County to Akasol and the Company; and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for the Incentives under the FILOT Act and the MCIP Act:

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$5.00 in hand, duly paid by Akasol and the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County, Akasol and the Company agree as follows:

Section 1. *Addition of Akasol to the Fee Agreement.* Akasol hereby joins and is added to the Fee Agreement as a Company Affiliate and a member of the Controlled Group. The County acknowledges and agrees that by virtue of Akasol's addition to the Fee Agreement as a Company Affiliate and a member of the Controlled Group, Akasol's investment in the County in connection with the 2023 Expansion Project shall be eligible for the fee in lieu of tax arrangement and all benefits provided in the Fee Agreement (as amended by this FILOT Amendment), subject to the same terms and conditions applicable to the Company, except as otherwise set forth in this FILOT Amendment.

Section 2. *Recapitulation Update.*

(a) Section 1.01(b)(1) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

1. Legal Name of each party to this Agreement:
BorgWarner PDS (USA) Inc., a Delaware corporation
Akasol Inc., a Michigan corporation
Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina

(b) Section 1.01(b)(3) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

3. Minimum investment agreed upon:
\$102,700,000 by the Company and Akasol, collectively

(c) Section 1.01(b)(9)(c) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

(c) For the Project, Special Source Revenue Credits will be provided as follows: (i) Special Source Revenue Credits in the amount of thirty-five percent (35%) for calendar years 2017 to 2022 (tax years 2018 to 2023); (ii) Special Source Revenue Credits in the amount of forty-five percent (45%) for calendar years 2023 to 2031 (tax years 2024 to 2032); (iii) Special Source Revenue Credits in the amount of forty percent (40%) for calendar years 2032 to 2039 (tax years 2033 to 2040); (iv) Special Source Revenue Credits in the amount of thirty-five (35%) for calendar years 2040 to 2047 (tax years 2041 to 2048); and (v) an additional Special Source Revenue Credit in the amount of Nine Thousand Dollars (\$9,000.00) per year (provided for so long as the Company, Akasol or any of their respective affiliates occupies the former Propex Fabrics building now owned by the City of Seneca) for calendar year 2017 (tax year 2018) through calendar year 2047 (tax year 2048), provided, however, in no event shall the grant of a Special Source Revenue Credit ever result in a negative FILOT Payment.

Section 3. *Definitions.* The definition of Project in Section 1.02 of the Fee Agreement (as amended pursuant to this FILOT Amendment) is intended to, and shall be interpreted and applied such that includes the 2023 Expansion Project, and such definition is hereby amended and restated in its entirety as set forth below:

“*Project*” shall have the meaning set forth in the recital hereto and shall include, without limitation: (i) the buildings and other improvements on the Land to the extent

placed thereon by the Company or any member of the Controlled Group (including water, sewer treatment and other infrastructure facilities); (ii) other machinery, apparatuses, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment; and (iii) any Replacement Property.

Section 4. *Payments in Lieu of Ad Valorem Taxes.* Section 5.01(b)(iii) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

(iii) (1) a Special Source Revenue Credit in the amount of thirty-five percent (35%) of the payments described in the foregoing subsection (ii) for calendar years 2017 to 2022 (tax years 2018 to 2023); (2) a Special Source Revenue Credit in the amount of forty-five percent (45%) of the payments described in the foregoing subsection (ii) for calendar years 2023 to 2031 (tax years 2024 to 2032); (3) a Special Source Revenue Credit in the amount of forty (40%) of the payments described in the foregoing subsection (ii) for calendar years 2032 to 2039 (tax years 2033 to 2040); (4) a Special Source Revenue Credit in the amount of thirty-five percent (35%) of the payments described in the foregoing subsection (ii) for calendar years 2040 to 2047 (tax years 2041 to 2048); and (5) an additional Special Source Revenue Credit in the amount of Nine Thousand Dollars (\$9,000.00) per year (which shall be provided for so long as the Company, Akasol, or any of their respective affiliates occupies the former Propex Fabrics building now owned by the City of Seneca) for calendar year 2017 (tax year 2018) through calendar year 2047 (tax year 2048), provided, however, in no event shall the grant of a Special Source Revenue Credit ever result in a negative FILOT Payment.

Section 5. *Repayment of Incentives.* The Fee Agreement is hereby amended and restated by adding Section 5.02 as set forth below:

(a) If the Company and Akasol do not collectively invest at least Eighty-Two Million One Hundred Sixty Thousand Dollars (\$82,160,000) by the end of the Investment Period (“Minimum SSRC Investment”), then: (i) Akasol shall repay a pro rata amount of any Special Source Revenue Credits the Company and Akasol have previously received, calculated as set forth in Section 5.02(b); and (ii) the percentage of any future Special Source Revenue Credits provided to the Company and Akasol shall be reduced by a percentage equal to the pro rata repayment percentage calculated pursuant to Section 5.02(b).

(b) The pro rata repayment amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment} / \text{Minimum SSRC Investment})) = \text{Repayment Amount}$$

$$\text{Repayment Percentage} = \text{Repayment Amount} / \text{Aggregate SSRC}$$

For example, if the Company has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but the Company and Akasol do not meet the Minimum SSRC Investment by the end of the Investment Period, but instead only make an investment of \$75,000,000 by the end of the Investment Period, then Akasol would be required to repay to the County approximately \$8,715, calculated as follows:

$$\$75,000,000 / \$82,160,000 = 0.91285$$

$$1 - 0.91285 = 0.08715$$

$$\$100,000 * 0.08715 = \$8,715$$

In addition, the Special Source Revenue Credits, if any, for any remaining years would be reduced by 8.715% (*i.e.*, \$8,715 / \$100,000).

Any payment to be made under this Section 5.02 shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code.

(c) THE SPECIAL SOURCE REVENUE CREDITS ARE PAYABLE SOLELY FROM THE FILOT PAYMENTS, ARE NOT SECURED BY, OR IN ANY WAY ENTITLED TO, A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE COUNTY, ARE NOT AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, ARE PAYABLE SOLELY FROM A SPECIAL SOURCE THAT DOES NOT INCLUDE REVENUES FROM ANY TAX OR LICENSE, AND ARE NOT A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY.

Section 6. *Amendment Expenses.* The Company and Akasol agree to reimburse the County for up to Five Thousand Dollars (\$5,000) in administration and legal expenses incurred in connection with this FILOT Amendment (“Amendment Expenses”) within thirty (30) days after receiving a written request from the County. The County’s written request shall include a general description of the nature of the Amendment Expenses, provided, however, the County is not required to provide any documentation which may be privileged or confidential, nor is the County to make any arrangement with its legal counsel other than as is customary between the parties (*e.g.*, using a fixed fee arrangement).

Section 7. *Akasol’s and the Company’s Rights and Responsibilities After this FILOT Amendment.* Notwithstanding any other provision of the Fee Agreement (as amended by this FILOT Amendment), Akasol, the Company and the County acknowledge and agree that as of the Effective Date of this FILOT Amendment: (a) Akasol shall be severally (and not jointly with the Company) responsible for all obligations, including without limitation payments due to the County, under the Fee Agreement (as amended by this FILOT Amendment) pertaining to property owned by Akasol; and (b) the Company shall be severally (and not jointly with Akasol) responsible for all obligations, including without limitation payments due to the County, under the Fee Agreement (as amended by this FILOT Amendment) pertaining to property owned by the Company.

Section 8. *Notices.* Section 12.03 of the Fee Agreement is hereby amended and restated in its entirety as set forth in Exhibit A of this FILOT Amendment.

Section 9. *Effect of this FILOT Amendment.* The Fee Agreement remains in full force and effect, subject to the terms, conditions, and agreements in this FILOT Amendment.

Section 10. *Multiple Counterparts.* This FILOT Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 11. *Effective Date.* This FILOT Amendment is effective as of the Effective Date.

Section 12. *FILOT Amendment Binding on Successors and Assigns.* This FILOT Amendment is binding upon, and inures to the benefit of the County, Akasol, and the Company’s respective successors and assigns.

[SIGNATURES AND ONE EXHIBIT FOLLOW]
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IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this FILOT Amendment to be executed in its name and behalf by the Chair of the County Council and to be attested by the Clerk to County Council; the Company has caused this FILOT Amendment to be executed by its duly authorized officer; and Akasol has caused this FILOT Amendment to be executed by its duly authorized officer, all as of the Effective Date.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

BORGWARNER PDS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

AKASOL INC.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Section 12.03. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County, Akasol, or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Oconee County
c/o Oconee County Administrator
415 South Pine Street
Walhalla, SC 29691

With a copy (which shall not constitute notice) to:

Mr. Jamie Gilbert
President & CEO
528 Bypass 123, Suite G
Seneca, SC 29678
jgilbert@oconeesc.com
(864) 364-5556

With a copy (which shall not constitute notice) to:

Oconee County Attorney
415 South Pine Street
Walhalla, SC 29691

With a copy (which shall not constitute notice) to:

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602-0565

(b) As to the Company:

Mr. Mike Lynch
Controller
BorgWarner PDS (USA) Inc.
15545 Wells Highway
Seneca, SC 29678
MLynch@borgwarner.com
(864) 985-0568

With a copy (which shall not constitute notice) to:

Ms. Stephanie L. Yarbrough
Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, SC 29401
Stephanie.Yarbrough@wbd-us.com
(843) 720-4621

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-07**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND PROJECT MADE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MADE; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Made) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit C, pursuant to which certain real property consisting of approximately 32.6 acres in the Oconee Industry & Technology Park, as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, the property located in the Park is exempt from ad valorem taxation and the owners of that property pay a non-negotiated fee in lieu of tax payment in the absence of a Negotiated FILOT (“Non-Negotiated FILOT”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, Project Made, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of a distribution facility in the County (“Project”), which the Company expects will result in the investment of approximately \$10,800,000 in taxable property and the creation of approximately 25 new, full-time equivalent jobs;

WHEREAS, the Company has identified the Project Site in the County as an appropriate site for the Project, subject to satisfactory due diligence investigations;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Sponsor upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit E (the “PSA”);

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on [●], 2023, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; and (ii) SSRCs with a term of 7 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement, the MCIP Agreement, and the PSA, each of which are now before this meeting, are in appropriate form and are each an appropriate instrument to be executed and delivered by the County for the purposes intended.

WHEREAS, at the Company’s request, the County intends to acknowledge and approve a grant agreement related to the Project (the “Grant Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit D.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. Statutory Findings. Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

Section 2. *Multi-County Park.* The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. *Authorization of an Approval of Form of Fee Agreement, MCIP Agreement, PSA, and Grant Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement are each authorized and approved. The form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement presented at this meeting, respectively, as attached as Exhibit B, Exhibit C, Exhibit D, and Exhibit E, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement, PSA, and the Grant Agreement to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The Fee Agreement, the MCIP Agreement, the PSA and the Grant Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement now before this meeting.

Section 5. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement.

Section 6. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: [●]

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: April 18, 2023
Second Reading: May 2, 2023
Public Hearing: May 16, 2023
Third Reading: May 16, 2023

EXHIBIT A
DESCRIPTION OF PROJECT MADE PROPERTY
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]

EXHIBIT B
FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

EXHIBIT C
FORM OF MCIP AGREEMENT

EXHIBIT D
FORM OF GRANT AGREEMENT

EXHIBIT E
FORM OF PURCHASE AND SALE AGREEMENT

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

PROJECT MADE

AND

OCONEE COUNTY, SOUTH CAROLINA

EFFECTIVE: [●], 2023

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**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, [●], 2023, between Oconee County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Oconee County Council (“*County Council*”) as the governing body of the County, and Project Made (collectively, with any Sponsor Affiliate, “*Sponsor*”).

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (“*Act*”) of the Code of Laws of South Carolina 1976, as amended (“*Code*”): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, County is authorized and empowered under and pursuant to Title 4, Chapter 1 of the Code, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution (collectively, “*Multi-County Park Act*”) to establish or expand a multicounty industrial or business park and grant certain special source revenue credits against the fee in lieu of tax payments generated by such multicounty business park to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“*Infrastructure*”), and to provide for certain enhanced income tax credits to businesses located in such multicounty industrial or business park;

WHEREAS, the Sponsor proposes to establish a distribution and/or manufacturing facility on the real estate described in Exhibit A attached hereto (“*Real Property*”) in Oconee County, South Carolina (“*Project*”);

WHEREAS, the Project will involve an expected investment in taxable real and taxable personal property of at least \$10,800,000 during a five-year period, which would meet the minimum investment requirement under the Act;

WHEREAS, the Project is also expected to create not less than 25 new, full-time jobs in the County within a five-year period;

WHEREAS, based solely on information supplied by the Company to the County, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

WHEREAS, the County Council adopted an inducement resolution on [●], 2023 and enacted an ordinance on [●], 2023 (“*Fee Ordinance*”), as an inducement to the Sponsor to develop the Project and at

the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based on information regarding the Project provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required retroactively to comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties (if any) of the County for the Sponsor's noncompliance that are within the County's control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document unless the context clearly indicates otherwise.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses including reasonable attorneys' fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Sponsor a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Commencement Date" shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors, and assigns, acting by and through the Oconee

County Council as the governing body of the County.

“County Council” shall mean the Oconee County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment, office furniture, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor to the extent such equipment and fixtures are not part of the Improvements.

“Event of Default” shall mean any Event of Default specified in Section 4.19 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean a fee-in-lieu of taxes pursuant to the Act or pursuant to the Multi-County Park Act, as the context requires.

“FILOT Payments” shall mean the Negotiated FILOT Payments.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of Negotiated FILOT Payments.

“Improvements” shall mean the buildings, structures and other improvements constructed or to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Infrastructure” means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

“Infrastructure Credit” means an “infrastructure improvement credit” as defined in the Act.

“Investment Commitment” shall mean the investment in taxable real and personal property at the Project of at least \$10,800,000 by the last day of the 5th year of the Investment Period.

“Investment Period” shall mean the period commencing on the Commencement Date and ending on

the last day of the 10th year following the Commencement Date.

“Job Commitment” shall mean the creation at the Project of not less than 25 new, full-time equivalent jobs by the last day of the 5th year of the Investment Period.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying Multi-County Park Act agreement between the County and Pickens County, effective as of [●], 2023 (“MCIP Agreement”), and any amendments thereto, or any successor multi-county industrial/business park agreement thereto.

“Negotiated FILOT Payments” shall mean any fee in lieu of tax payments due pursuant to an agreement entered between the Sponsor and the County under the Act, including those under Section 4.1 hereof, with respect to that portion of the Project consisting of Economic Development Property.

“Phase” or “Phases” in respect of the Project shall mean the Real Property, Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the last day of the property tax year that is no later than the 29th year following the first property tax year in which an applicable piece of economic development property is placed in service.

“Project” shall mean the Real Property, Improvements, and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Qualifying Infrastructure Costs” shall mean the costs of the Infrastructure.

“Real Property” shall mean the land identified on Exhibit A, together with all and singular rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon, and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component hereunder regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.1 hereof and Section 12-44-60 of the Code.

“Retroactive Tax Payment” shall mean the payment due if the Sponsor fails to meet the Act Minimum Investment Requirement in an amount equal to the difference between ad valorem property taxes on the Real Property, Improvements, and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code

“Special Source Revenue Credit” or “SSRC” shall mean the special source revenue credit granted by the County pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, as further described in Section 4.2 hereof.

“Sponsor” shall mean Project Made, a company duly qualified to transact business in the State, and

any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the Project constitutes a “project” within the meaning of the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Real Property to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park for a term of at least 20 years in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(h) The Multi-County Park is validly authorized and approved by the County and, to the best of the County’s knowledge, the Multi-County Park is validly authorized and approved by Pickens County,

South Carolina. The MCIP Agreement has been authorized and executed by the County and by Pickens County, South Carolina, and the County has not challenged or terminated and has no knowledge of Pickens County having terminated or challenged the validity of the Multi-County Park.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in any material default, not waived, or cured, under any company restriction or any material agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, construct, install and operate, as applicable, certain facilities on the Real Property to conduct its distribution and/or manufacturing facility, and any other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes regarding the Economic Development Property authorized by the Act has, together with other incentives offered, induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and intends to achieve its Investment Commitment and Job Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees, or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act and therefore exempt from ad valorem taxation.

Section 3.2. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable.

Section 3.3. Multi-County Park. By December 31, 2023, the County will use its reasonable efforts to cause the Real Property to be placed in the Multi-County Park (if not already in the Multi-County Park) and to be maintained in the Multi-County Park or in some other multicounty industrial or business park within the meaning of the Multi-County Park Act for at least as long as the SSRC is to be provided to the Sponsor under this Fee Agreement.

Section 3.4. Leased Property. To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

ARTICLE IV PAYMENTS IN LIEU OF TAXES AND SPECIAL SOURCE REVENUE CREDIT

Section 4.1. Negotiated FILOT Payments. The Project is exempt from ad valorem taxation, but the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter a negotiated fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Improvements and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the SSRC. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: The fair market value of the Phase calculated as set forth in the Act, multiplied by,

Step 2: an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 30 years thereafter,

Step 3: Use a fixed millage rate applicable on June 30, 2022, which the parties believe to be 217.9 mills, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the SSRC as described in Section 4.2 herein. The SSRC shall be applied as a reduction of the amount due and will be shown on the bill sent by the County to the Sponsor.

The Sponsor shall be entitled to an Investment Period of 10 years under this Fee Agreement as provided in the Act.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement in the amounts and duration contemplated by this Fee Agreement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the

Project pursuant to the terms hereof.

If the Sponsor fails to meet the Act Minimum Investment Requirement, then the Fee Agreement shall terminate, and the Sponsor shall owe the County the Retroactive Tax Payment. The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.2. *Special Source Revenue Credit.* The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a SSRC, in reimbursement of investment in Qualifying Infrastructure Costs to be applied to its FILOT Payments. In no event may the Sponsor's aggregate SSRC claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs. The SSRC commences with the property tax year after the year in which the first phase of the Project is placed in service and shall remain effective and will be a 35% SSRC for 7 years. If the Project's total investment in real or personal property as shown on the Sponsor's annual tax return is \$20,000,000 or more within the first 5 years, the SSRC will be adjusted to 50% starting with the year in which the Sponsor reached a total investment of \$20,000,000 or more until the end of the 10 year SSRC period.

To claim each SSRC, the Sponsor shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Sponsor is entitled to claim an SSRC, an Annual Special Source Revenue Credit Certification, the form of which is attached as Exhibit C (the "Certification"), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the SSRC. Failure to timely file the Certification shall not result in a forfeiture of the SSRC for such year, but the County will not deduct the SSRC from the FILOT bill until the Certification is submitted by the Company. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the SSRC from the FILOT payment due by the Sponsor on the FILOT bill. If the information contained on the Certification is correct, then the County shall deduct the SSRC amount from the FILOT bill. In no event is the County required to deduct any SSRC amount from the FILOT bill while any of the Sponsor's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Sponsor.

Section 4.3. *Failure to Satisfy Minimum Special Source Credit Requirements.* If the Sponsor does not satisfy at least 50% of the Investment Commitment by the end of the 5th year of the Investment Period, without extension, then the Sponsor shall not be entitled to receive any Special Source Credit and shall repay all Special Source Credits received by the Sponsor. If the Sponsor does not meet the Investment Commitment by the end of the 5th year of the Investment Period., without extension, but satisfies at least 50% of the Investment Commitment, then the Sponsor (i) shall repay the Repayment Amount, as calculated below, if any and (ii) if a Repayment Amount is due then the percentage of any future Special Source Credit shall be reduced by a percentage equal to the amount multiplied against the Aggregate SSRC previously received when calculating the Repayment Amount. The Repayment Amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment})) = \text{Repayment Amount}$$

For example, if the Sponsor has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but does not meet the Investment Commitment by the end of the 5th year of the Investment Period, but instead only makes an investment of \$8,000,000, then the Sponsor would be required to repay to the County approximately \$25,926, calculated as follows:

$$\$8,000,000 / 10,800,000$$

$$(1 - (0.74074)) = 0.25926$$

$$\$100,000 * 0.25926 = \$25,926$$

In addition, the Special Source Credit for any remaining years would be reduced by 25.926%

Any payment made under this Section 4.2, shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act.

Section 4.4. *Payments in Lieu of Taxes on Replacement Property.* If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant, and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (“**Replacement Value**”) is less than or equal to the original income tax basis of the Removed Components (“**Original Value**”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to the remainder of the term of this Fee Agreement; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“**Excess Value**”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property but subject to the provisions of Section 4.2 hereof.

Section 4.5. *Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution of Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution of Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

Section 4.6. *Place and Allocation of Payments in Lieu of Taxes.* The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.7. *Removal of Equipment.* The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“**Removed Components**”) shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. To the extent that the SSRC is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any SSRCs were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.8. *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question. If there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement and the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Sections 4.1 and 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.9. Condemnation.

(a) *Complete Taking.* If at any time during the term of this Fee Agreement title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy and use of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County, the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.11. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and

from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Sponsor in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Sponsor as promptly as practicable thereafter all information and documentation reasonably requested by the Sponsor to verify the Losses asserted. Upon the Sponsor's receipt of any notice of a claim pursuant to this Section 2.05(b), the Sponsor may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Sponsor's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Sponsor reasonably determines that a conflict of interest exists between the County and the Sponsor, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Sponsor shall be liable for the reasonable cost of such counsel. Whether or not the Sponsor chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Sponsor shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Sponsor does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Sponsor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.11: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct; (iii) to the extent such amount exceeds the amount of the savings actually realized by Sponsor under this Agreement; or (iv) to the extent the amount exceeds \$350,000.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.11 unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.11 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(c) The County is entitled to use counsel of its choice and the Sponsor shall, reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may

be privileged or confidential to evidence the costs.

Section 4.12. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“**Confidential Information**”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections.

Section 4.13. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “**Filings**”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.14. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its reasonable Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administrative Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice. The County does not anticipate the Sponsor’s reimbursement of these expenses should exceed \$15,000 over the term of this Agreement, but in any event, the Sponsor shall not be liable for any of such expenses exceeding \$15,000, provided however, this limit does not apply to Section 4.11 and Section 4.22 of this Fee Agreement.

Section 4.15. Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.16. Assignment and Subletting. This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that the County hereby expressly consents to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such assignment; and provided further that in connection with any assignment or subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent under the Act, and to the extent any required or further consent is requested, the County may do so by passage of a resolution.

Section 4.17. County's Estoppel Certificates for Sponsor's Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.18. Sponsor's Continuing Obligations After Termination by Sponsor. In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.11, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.19. Events of Default. The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

- (a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or
- (b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of 90 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action; or
- (c) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or
- (d) A representation or warranty made by the County which is materially incorrect when made or deemed made; or
- (e) Failure by the County to perform any of the other material terms, conditions, obligations, or covenants of the County hereunder, which failure shall continue for a period of 30 days after

written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 4.20. Remedies on Default. Whenever any Event of Default with respect to the Sponsor shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of the Sponsor's failure to make any payments due under this Fee Agreement), may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of the Sponsor under this Fee Agreement.

Whenever any Event of Default with respect to the County shall have occurred and shall be continuing, the Sponsor, after having given written notice to the County of such default and after the expiration of a thirty (30) day cure period the Sponsor shall grant to the County, may take any one or more of the following remedial actions:

- (a) bring an action for specific enforcement; or
- (b) take such other action as is appropriate, including any other legal action, to recover its damages.

Section 4.21. Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Sponsor under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.22. Reimbursement of Legal Fees and Other Expenses. If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred, which shall not be subject to the limitation of Section 4.11.

**ARTICLE V
MISCELLANEOUS**

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
 Attn: County Administrator
 415 South Pine Street
 Walhalla, South Carolina 29691

WITH COPIES TO: (does not constitute notice)
David R. Root, Esq.
County Attorney
415 South Pine Street
Walhalla, South Carolina 29691

(does not constitute notice)
Michael E. Kozlarek
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602

Oconee Economic Alliance
528 Bypass US-123, Suite G
Seneca, SC 29678
Attention: President

AS TO THE SPONSORS: Project Made

WITH COPIES TO: (does not constitute notice)
Nelson Mullins Riley & Scarborough LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, South Carolina 29201

Section 5.2. *Binding Effect.* This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4. *Governing Law.* This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6. *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered between the parties.

Section 5.7. *Further Assurance.* From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement. To the extent County Council is required to take official action to effectuate the purposes of this Fee Agreement, County Council agrees to do so by resolution unless an ordinance is

required by law.

Section 5.8. Severability.

(a) If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, it is the intent of the parties that the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed, including by reducing any applicable term thereof, so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived from this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

(b) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide an infrastructure credit and/or a special source revenue credit pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, to the Sponsor to the maximum extent permitted by law, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 5.9. Limited Obligation. ANY MONETARY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, pandemics, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war, or national emergency, or acts of God.

Section 5.11 No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 5.12. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and, to the extent required by the Act, requesting the

County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by resolution of County Council; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such designation; and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, provided, however, the Sponsor notifies the County within thirty days following such designation. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 5.13. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates at the conclusion of the Fee Term.

(b) The Sponsor is authorized to terminate the provisions of Section 4.1 and/or 4.2 hereof with respect to the Negotiated FILOT Payments at any time with respect to all or part of the Project by providing the County with 30 days' notice.

(c) The Sponsor is authorized to terminate the entire Fee Agreement at any time with respect to all or part of the Project by providing the County with 30 days' notice.

(d) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(e) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 5.14. State Law Considerations. The authorization, execution, and delivery of this Fee Agreement and any obligations of the County under this Fee Agreement are subject any law that may relate to the FILOT Payments or SSRCS, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

Section 5.15. Counterparts; Electronic Signatures. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman of County Council and to be attested by the Clerk to County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

PROJECT MADE

By: _____
Its: _____

[SIGNATURE PAGE TO FEE AGREEMENT]

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [●], 2023 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Made (collectively, with any Sponsor Affiliate, “*Sponsor*”).

1. Joinder to Fee Agreement. [], a [state] [corporation/limited liability company/limited partnership] authorized to conduct business in the State, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

2. Capitalized Terms. Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate. The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived, or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request of Sponsor Affiliate. The Sponsor Affiliate hereby requests and consents to its addition, as “sponsor affiliate” to the Fee Agreement.

5. Request of Sponsor. The Sponsor hereby requests and consents to the addition of _____ as “sponsor affiliate” to the Fee Agreement.

6. Governing Law. This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State.

7. Notice. Notices under Section 10.1 of the Fee Agreement shall be sent to the Sponsor Affiliate at:

[_____]

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Sponsor requests and consents to the County's consenting to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth below.

Date: _____ **PROJECT MADE**

By: _____

Its: _____

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth above.

[NAME OF SPONSOR AFFILIATE]

By: _____

Its: _____

IN WITNESS WHEREOF, at the Sponsor's and the Sponsor Affiliate's request, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____

Jennifer C. Adams, Clerk to Council
Oconee County Council

EXHIBIT C
FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE
ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [●], 2023 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Made (collectively, with any Sponsor Affiliate, “*Sponsor*”). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.2 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim a Special Source Revenue Credit (“SSRC”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 35% of each of the first seven (7) FILOT Payments.

2. The invoice for the annual FILOT Payment for tax year 20____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January _____, 20____, to be:

\$ _____

3. The Sponsor expended, in aggregate, \$ _____ in Qualifying Infrastructure Costs in the Project.

4. The Sponsor is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment x 35% = \$ _____

5. The total amount that the Sponsor is entitled to deduct and that the County will deduct from the FILOT Payment, is: \$ _____.

6. The SSRC specified in this Certificate for the current property tax year, together with the amount of all SSRCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which an SSRC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

PROJECT MADE

Signature: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT MADE)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of [●], 2023 by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2023-[●], enacted by Oconee County Council on [●], 2023, and Ordinance No. [●], enacted by Pickens County Council on [●], 2023, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

WHEREAS, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Queso” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both

Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code (“Non-Qualifying Site”), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee in Lieu of Taxes. To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county’s portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by

each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in the Oconee County portion of the Park shall be distributed solely to Pickens County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Emergency Services. All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

13. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. Term; Termination. This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, CurTec (U.S.A.), Inc., a Delaware corporation or CurTec USA LLC, a South Carolina limited liability company ("Company"), to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and CurTec USA LLC, a South Carolina limited liability company, dated as of March 15, 2022, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2028), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of

another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Oconee County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Oconee County, South Carolina

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Pickens County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Pickens County, South Carolina

EXHIBIT A
OCONEE COUNTY PROPERTY

[DESCRIPTION TO BE INSERTED PRIOR TO ADOPTION]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PURCHASE AND SALE AGREEMENT

between

Oconee County, South Carolina, Seller

and

Project Made, Purchaser

dated as of

May 16, 2023

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of 16th day of May, 2023, which is the date of the last of the signatures of Seller and Purchaser, (the “**Effective Date**”), is entered into between Oconee County, South Carolina, a body political and corporate and a political subdivision of the State of South Carolina (“**Seller**”) and [Project Made], a Georgia limited liability company (“**Purchaser**”), having an address at [●].

ARTICLE I CONVEYANCE OF THE PROPERTY

Section I.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively the “**Property**”):

(a) all that certain lot, piece, or parcel of land of 32.6 acres located at Oconee Business Parkway, Westminster, SC 29693, County of Oconee, and State of South Carolina, as more particularly bounded and described in Exhibit A, attached hereto and incorporated by reference (the “**Land**”);

(b) all of Seller’s right, title, and interest in and to any buildings and improvements located on the Land (collectively, the “**Improvements**”);

Section I.02 Personal Property Excluded. The sale of the Property contemplated by this Agreement shall not include any personal property.

Section I.03 AS-IS.

(a) Subject to Section 5.01 of this Agreement and the Closing Documents, Purchaser acknowledges that (i) Purchaser has made a thorough inspection and investigation of the Property and Purchaser agrees to take title to the Property “AS-IS, WHERE IS, AND WITH ALL FAULTS” and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price; (ii) Purchaser has undertaken all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement or the Closing Documents (as defined herein): (ii) Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement or the Closing Documents. Seller shall not be liable for or bound by any written or unwritten statements, representations,

warranties, brokers' statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement or the Closing Documents.

(c) Subject to Section 5.01 of this Agreement and the Closing Documents, (i) Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property, (ii) the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

(d) The provisions of this Section 1.03 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section I.04 Due Diligence.

(a) Due Diligence Period. Purchaser shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. EST on the date that is forty-five (45) days thereafter (the "**Inspection Period**"). During the Inspection Period, Purchaser and its agents, contractors, clients, and employees shall have the right to enter the Property to perform, at its sole cost and expense, such inspections and tests (collectively, the "**Inspections**") as Purchaser deems necessary, including a Phase I ESA. Furthermore, during the Inspection Period, Purchaser shall also have the right to have title to the Property examined as further described in Article IV below.

(b) Termination Rights. If Purchaser, in its sole discretion, determines the Property is unacceptable for any reason or if the results of Purchaser's title examination reveal any matter which affects the marketability of title or intended use of the Property as provided above as determined by Purchaser in its sole discretion, or if Purchaser decides not to proceed with the purchase of the Property for any reason or no reason, Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the end of the Initial Inspection Period. Upon delivery of such notice, Escrow Agent shall return the Deposit (as defined herein) to Purchaser and this Agreement shall terminate and the parties shall have no further rights or obligations to each other, other than those that are intended to survive the termination of this Agreement.

ARTICLE II PURCHASE PRICE

Section II.01 Purchase Price and Deposit. Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of Five Thousand and 00/100 Dollars (\$5,000) (the "**Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Nelson Mullins Riley & Scarborough, LLP, as escrow agent ("**Escrow Agent**"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. The receipt of the Deposit is hereby acknowledged, and Escrow Agent agrees to hold the Deposit in escrow in a non-interest bearing account pursuant to the terms of Article XI of this Agreement. The Deposit shall be applied to the Purchase Price at Closing.

Section II.02 The purchase price to be paid by Purchaser to Seller for the Property is twenty-two thousand two hundred and forty and 00/100 Dollars (\$22,240 per acre (the “**Purchase Price**”). The final acreage has been established by the Survey. The Purchase Price shall be payable to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed and other Closing Documents (as defined hereafter), by certified or official bank checks or by one or more wire transfers of immediately available federal funds to Seller’s account.

ARTICLE III CLOSING

Section III.01 Closing Date. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place on the date no later than seventy-five (75) days from the Effective Date (the “**Closing Date**”) through an escrow closing with the Purchaser’s legal counsel, Nelson Mullins Riley & Scarborough, LLP, as escrow agent (the “**Escrow Agent**”). Seller and Purchaser agrees that TIME SHALL BE OF THE ESSENCE with respect to the performance by Seller and Purchaser of their obligations under this Agreement.

Section III.02 Seller’s Closing Deliverables. At least two business days prior to Closing, Seller shall deliver or cause to be delivered to Escrow Agent, the following items, executed, witnessed, notarized, certified, and acknowledged by Seller, as appropriate (collectively, the “**Seller Closing Documents**”):

(a) One (1) original limited warranty deed (the “**Deed**”) in substantially the form attached hereto as **Exhibit B** referencing the Survey (as defined below) legal description duly executed with the appropriate acknowledgment form and affidavit of consideration for transfer taxes attached and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement.

(b) A certification that Seller is not a “foreign person” as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the “**Code**”), which certification shall be signed under penalty of perjury.

(c) An original Owner’s affidavit in a form reasonably acceptable to Seller and the Title Insurance Company.

(d) A certified duly adopted ordinance of Seller’s County Council authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(e) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under this Agreement and the Purchase Price due Seller.

(f) An I-295 South Carolina non-resident withholding tax affidavit.

(g) A Transferor Affidavit (Tax Lien Inapplicable) in reasonable form acceptable to Seller.

(h) A Gap Affidavit in reasonable form acceptable to Seller.

(i) Any other documents reasonably necessary to complete and evidence the sale and acquisition of the Property contemplated hereby, in a form reasonably satisfactory to the Parties.

Section III.03 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered by Escrow Agent to Seller, the following items, executed, witnessed, notarized, certified, and acknowledged by Purchaser, as appropriate (the "**Purchaser Closing Documents**"), and, together with the Seller's Closing Documents, the "**Closing Documents**"):

(a) The balance of the Purchase Price.

(b) The Purchaser's closing statement.

(c) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

(d) A consent of the board of directors of Purchaser authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

Section III.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement and any other agreements and instruments related to the transaction contemplated by this Agreement.

(b) Seller shall pay:

(i) all costs and recording fees for the Deed and for the release of any liens or other encumbrances which are not Permitted Exceptions on the Property, as required pursuant to the terms of this Agreement.

(c) Purchaser shall pay:

(i) the costs charged by Purchaser's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey update;
and

(iii) any other fees or costs related to Purchaser's due diligence reviews.

Section III.05 Apportionments. The following shall be apportioned as of 11:59 p.m. EST of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes (if any) based on the fiscal year for which they are assessed and any assessments, if any. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment will be made when the actual tax amount is determined.

(b) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of South Carolina.

Section III.06 Miscellaneous Adjustments. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Article III shall survive the Closing.

Section III.07 Conditions to Closing. Purchaser's obligation to close shall be conditional upon the satisfaction of the following conditions:

(a) The physical and environmental condition of the Property shall not have changed from the Effective Date; and

(b) Seller's warranties and representations under this Agreement shall be true and correct in all material respects when made and at Closing, and all covenants and obligations of Seller contained in this Agreement shall have been performed in all respects and Seller shall not be in default hereunder.

ARTICLE IV TITLE MATTERS AND VIOLATIONS

Section IV.01 Acceptable Title. Seller shall convey, and Purchaser shall accept fee simple title to the Property, free from all defects and encumbrances to Purchaser, subject only to the Permitted Exceptions.

Section IV.02 Permitted Exceptions. The following matters shall constitute permitted exceptions to Seller's obligation to deliver to Purchaser fee simple title to the Property, free from all defects and encumbrances (collectively, the "**Permitted Exceptions**"):

(a) Any and all zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property.

(b) Any state of facts that an accurate survey of the Property would disclose and to which Purchaser does not object.

(c) Any exceptions disclosed on Schedule B of the Title Commitment (as hereinafter defined) to which Purchaser does not object or which will be extinguished upon the transfer of the Property and any other matters of record as of the Effective Date to which Purchaser, in Purchaser's sole discretion, does not object, provided that any Monetary Liens shall not be Permitted Exceptions.

(d) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

Section IV.03 Title Commitment.

(a) Purchaser shall promptly order, at its sole cost and expense:

(i) a commitment for title insurance (the "**Title Commitment**") from a title insurance company selected by Purchaser (the "**Title Insurance Company**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and

(ii) a survey of the Property, prepared by a surveyor licensed in South Carolina (the "**Survey**"), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently and attached hereto as **Exhibit A**.

(b) Purchaser or Purchaser's attorney shall deliver to Seller, and Seller's attorney, in writing, any objections to the exceptions to title set forth in the Title Commitment or any matters shown on the Survey, other than the Permitted Exceptions (collectively, "**Title Objection Notice**"), by no later than the date that is 45 days after the Effective Date ("**Title Objection Date**"). The failure by Purchaser, or Purchaser's attorney, to deliver the Title Objection Notice on or before the Title Objection Date shall constitute Purchaser's irrevocable acceptance of the Title Commitment and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller immediately after the date Purchaser receives such evidence and Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller prior to the Closing Date. Purchaser and Seller acknowledges and agrees that **TIME IS OF THE ESSENCE** with respect to all time periods relating to Purchaser's obligations set forth in this Section 4.03.

(c) Seller shall have the right, but not the obligation, to remove, correct, and/or satisfy Purchaser's Title Objections prior to the Closing. Seller shall (i) notify Purchaser within 10 business days after receipt of Purchaser's Title Objections ("**Seller's Response Period**") as to whether Seller will seek to remove, correct, and/or satisfy any of Purchaser's Title Objections ("**Seller's Response**"), and (ii) keep Purchaser reasonably apprised of Seller's progress toward removing, correcting, and/or satisfying the same (and the manner in which such will be removed, corrected, and/or satisfied) if Seller elects to attempt to cure any of Purchaser's Title Objections. If Seller fails to notify Purchaser of Seller's Response within Seller's Response Period, then Seller shall be deemed to have elected not to seek to remove, correct, and/or satisfy any of Purchaser's Title Objections. If Seller elects to cure Purchaser's Title Objections, Seller shall diligently pursue the same to completion. If there remains at the Closing any of Purchaser's Title Objections that (i) Seller elected, during Seller's Response Period, to attempt to cure, and (ii) could not be removed despite Seller's diligence, then Purchaser may elect to: (i) consummate the transaction contemplated by this Agreement without regard to such defects and encumbrances; or (ii) terminate this Agreement and Escrow Agent shall return the Deposit to

Purchaser and no party shall have any rights, duties, or obligations hereunder, except those specifically stated herein to survive termination of this Agreement. Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a new title matter is recorded after the Effective Date and reflected in any updated title insurance commitment, Seller shall use reasonable efforts to cause such new matter to be removed of record prior to the applicable Closing, unless Purchaser, in Purchaser's sole discretion, agrees to accept title to the Property subject to such new matter.

Section IV.04 Seller's Inability to Convey.

(a) If Seller on the Closing Date fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, or one of Purchaser's conditions to Closing has not been satisfied, Purchaser shall either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, and Escrow Agent shall return the Deposit to Purchaser and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions of subsection (b) immediately following and those that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or take any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor, at law or in equity, except that Seller shall, on or prior to the Closing, pay, discharge, or remove of record or cause any Monetary Liens to be paid, discharged, or removed of record at Seller's sole cost and expense and remove of record or cause to be removed of record at Seller's sole cost and expense any liens, defects or encumbrances created, on or after the Effective Date of this Agreement, by Seller or Seller's agents which are not Permitted Exceptions. The term "**Monetary Liens**" as used herein shall mean any lien and other encumbrances (other than Permitted Exceptions) which: (i) secure the payment of indebtedness of an ascertainable amount, excepting only the lien for rollback taxes and ad valorem taxes for the year of each Closing, if not then due and payable; (ii) are in a liquidated amount; (iii) may be satisfied solely by the payment of money; and (iv) were created by Seller or Seller's agents.

(c) Notwithstanding anything in this Section to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE V REPRESENTATIONS AND WARRANTIES, COVENANTS

Section V.01 Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Seller is a political subdivision of the State of South Carolina, validly existing, and in good standing under the laws of the State of South Carolina.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate any ordinances of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the County Council and the appropriate and necessary action has been taken by such Council on the part of Seller. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(d) To Seller's actual knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement. Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(e) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(f) To the best of the Seller's knowledge, without inquiry, (i) the Property is in full compliance with all applicable environmental laws; (ii) the Property does not now contain and has not contained, during Seller's ownership of the Property, any underground storage tanks, landfills, or other hazardous waste; (iii) the Property is not listed on any state or federal environmental remediation priority list; (iv) no claim, action, suit or proceeding is pending or threatened against Seller or any third party relating to hazardous waste, substances or materials ("**Hazardous Materials**") on or within the Property, the violation of any environmental law, or the presence of any tank, underground or otherwise, within the Property; and (v) Seller has not materially violated any applicable State or federal environmental laws during Seller's ownership of the Property.

(g) To Seller's actual knowledge, without independent investigation, there are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(h) All labor performed and materials supplied for the Property at Seller's request have been fully paid by Seller, and no mechanic's lien or other lien may be claimed by any person for such labor or materials.

(i) There are no leases or rights to possession of third parties except for certain leases the terms of which do not extend beyond the applicable Closing Date. Seller shall at its sole cost

and expense deliver title free and clear of any leases or rights of third parties in possession, which is a condition to Closing.

(j) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof, other than as evidenced by easements and other documents, if any, recorded in the applicable public records.

(k) Seller has not dealt with any broker in connection with this transaction.

As used herein, the phrase “to Seller’s actual knowledge,” “to the best of Seller’s knowledge,” or similar phrase means only those facts actually known by the County Administrator of Seller.

All representations and warranties of Seller are true and correct as of the Effective Date and shall be true and correct on and as of each Closing Date with the same force and effect as if made at that time and shall survive each Closing for a period of one (1) year.

Section V.02 Purchaser’s Representations and Warranties. Purchaser represents, warrants and covenants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the certificate of incorporation of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the consent of the board of directors of Purchaser and the appropriate and necessary action has been taken by such board of directors on the part of Purchaser. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors’ rights generally.

(c) Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser’s power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, or, to the best of Purchaser’s knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) Except for the express representations and warranties of Seller found in herein and in the Closing Documents, Purchaser is acquiring the Property on an “AS IS, WHERE IS” basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein and in the Closing Documents.

(f) Purchaser is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of OFAC (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(g) Purchaser has not dealt with any broker in connection with this transaction.

ARTICLE VI ENCUMBRANCES; MAINTENANCE AND REPAIRS

Section VI.01 Encumbrances. Notwithstanding anything to the contrary in this Agreement, until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser’s prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), encumber or create any liens or enter into any lease encumbering any part of the Property.

Section VI.02 Maintenance and Repairs. Seller shall cause the Property to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller’s normal course of business, subject to reasonable wear.

ARTICLE VII RISK OF LOSS

Section VII.01 Risk of Loss. Risk of loss shall remain with Seller prior to the Closing Date. If, prior to the Closing Date any material portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, Purchaser shall have the right to terminate this Agreement.

ARTICLE VIII NOTICES

Section VIII.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 8.01 collectively referred to as “Notices”) shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 8.02, by one of the following methods:

(a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or

(d) electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 pm on a Business Day and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

Section VIII.02 Parties' Addresses.

(a) Unless changed in accordance with Section 9.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name: Oconee County, South Carolina
Address: 415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

With a copy to:

Name: Oconee Economic Alliance
Address: 528 Bypass US-123, Suite G
Seneca, South Carolina 29678
Attention: President

With a copy to:

Name: Oconee County, South Carolina
Address: 415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Attorney

With a copy to:

Name: King Kozlarek Law LLC
Address: Post Office Box 565
Greenville, South Carolina 29602-0565
Attention: Michael E. Kozlarek
Email: michael@kingkozlaw.com

If to Purchaser:

Name: Project Made
Address:

Attention:
Email:

With a copy to:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

If to Escrow Agent:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE IX REMEDIES

Section IX.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, as and for full and complete liquidated and agreed damages for Purchaser's Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, Purchaser's remedies shall be as stated in Section 4.04 hereof and, in addition, Seller is entitled to the remedy of specific performance.

(c) Notwithstanding the foregoing or any other provision in this Agreement, a grossly negligent or intentional breach of Purchaser's or Seller's representations, warranties, or covenants, made under Article V of this Agreement shall entitle the other party to a recovery of its out-of-pocket expenses incurred in connection with this Agreement. This provision shall survive the termination of this Agreement.

(d) Upon the release of the Deposit to either Purchaser or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

(f) If any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

ARTICLE X ESCROW

Section X.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) Escrow Agent shall have the right, but not the obligation, to invest the Deposit in savings accounts, treasury bills, certificates of deposits and/or in other money market instruments approved by Seller, or in funds investing in any of the foregoing, and shall not be liable for any losses suffered in connection with any such investment.

(b) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(c) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) Business Day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section X.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of South Carolina; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

(g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section X.03 Indemnification of Escrow Agent. Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of

this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section X.04 Purchaser's Attorney as Escrow Agent. Notwithstanding anything to the contrary herein contained, Seller acknowledges that Escrow Agent is also acting as Purchaser's counsel in connection with this Agreement and the transactions contemplated hereunder. Seller further acknowledges and agrees that the Escrow Agent may represent Purchaser, as Purchaser's counsel, in any action, suit, or other proceeding between Seller and Purchaser or in which Seller and Purchaser may be involved.

Section X.05 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI [RESERVED]

ARTICLE XII BROKERS

Section XII.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section XII.02 Survival. The provisions of this Article XII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIII MISCELLANEOUS

Section XIII.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

Section XIII.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section XIII.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section XIII.04 Limitation of Liability.

(a) No individual officer, Council member, employee, agent, attorney, successor, or assign of Seller, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) No officer, director, employee, attorney, successor, assign, or agent of Purchaser, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitations, all other persons and entities, shall look solely to Purchaser's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

Section XIII.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

Section XIII.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section XIII.07 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section XIII.08 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any purported assignment without Seller's consent shall be void and of no force or effect. Any change in control of Purchaser or of any of the direct or indirect ownership interests in Purchaser, at any level or tier of ownership, whether in one transaction or a series of transactions, shall constitute an assignment for purposes of this Section.

Section XIII.09 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely

as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section XIII.10 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of South Carolina and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section XIII.11 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section XIII.12 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section XIII.13 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section XIII.14 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section XIII.15 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section XIII.16 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 6:00 p.m. Eastern Standard Time on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

PROJECT MADE, [state/organization type]

By: _____

Name: _____

Title: _____

SELLER:

OCONEE COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina

By: _____

Name: _____

Title: _____

ESCROW AGENT:

NELSON MULLINS RILEY &
SCARBOROUGH, LLP, as Escrow Agent

By: _____

Name: Edward G. Kluiters

Title: Partner

EXHIBIT A – PROPERTY DESCRIPTION

EXHIBIT B - LIMITED WARRANTY DEED

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2023-08**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY TO MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .14 ACRES AND BEING A PORTION OF TAX MAP # 256-00-01-006, AND AUTHORIZING THE RECEIPT OF CERTAIN REAL PROPERTY OWNED BY MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .0034 ACRES AND BEING A PORTION OF TAX MAP # 256-00-04-019; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to acquire and convey real property;

WHEREAS, the County desires to convey certain real property consisting of approximately .14 acres and being a portion of tax map # 256-00-01-006 (designated as Parcel 2 on the survey attached hereto as Exhibit A) to Mount Nebo Baptist Church; and

WHEREAS, the County desires to receive certain real property owned by Mount Nebo Baptist Church, property consisting of approximately .0034 acres and being a portion of tax map # 256-00-04-019 (designated as Parcel 3 on Exhibit A) in exchange for the conveyance of Parcel 2.

NOW, THEREFORE, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County hereby agrees to convey Parcel 2 to Mount Nebo Baptist Church in exchange for Parcel 3.
2. The Oconee County Administrator is hereby authorized and directed to take all actions necessary to convey Parcel 2 to Mount Nebo Baptist Church in exchange for Parcel 3 and to take all other actions necessary to carry out the intent of this Ordinance.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.
4. All ordinances, orders, resolutions, and enactments of the Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This Ordinance shall take effect and be in full force after three readings, a public hearing, and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: April 18, 2023
Second Reading: May 2, 2023
Third Reading: May 16, 2023
Public Hearing: May 16, 2023

EXHIBIT A

[*See attached.*]

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-09**

AN ORDINANCE AMENDING SECTION 32-222 OF THE OCONEE COUNTY CODE OF ORDINANCES SO THAT APPLICANTS FOR SUBDIVISIONS THAT ARE DESIGNED TO ACCESS STATE ROADS SHALL SUBMIT TO AND RECEIVE PRELIMINARY / CONDITIONAL APPROVAL FROM THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION PRIOR TO RECEIVING FINAL APPROVAL FROM THE OCONEE COUNTY PLANNING DEPARTMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

WHEREAS, the County is authorized by Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land development and subdivision standards in the unincorporated areas of the County;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by revising the provision relating to preapproval by the South Carolina Department of Transportation (“SCDOT Preapproval”) regarding subdivision plans submitted to Oconee County for properties designed to access state roads;

WHEREAS, the Oconee County Planning Commission has considered this issue and recommends that Section 32-222 of the Oconee County Code of Ordinances be revised to read as follows:

Sec. 32-222 Preliminary plan and supporting data.

A. Submittal requirements.

10. Properties designed to access state roads shall submit to and receive conditional approval from the South Carolina Department of Transportation (“SCDOT”) prior to receiving final approval from the Oconee County Planning Department. All SCDOT comments shall be incorporated in the plans submitted to the County.

WHEREAS, County Council hereby agrees to modify Chapter 32 of the Code of Ordinances in this limited regard and particular only and to affirm and preserve all other provisions of the Code of Ordinances not expressly, or by implication, amended hereby; and

WHEREAS, after first reading of this Ordinance by County Council, the Oconee County Planning Commission will hold a public hearing on this matter upon thirty (30) days’ advance notice, consistent with Section 32-226(4) of the Oconee County Code of Ordinances; and it will report the results of that public hearing to County Council prior to County Council conducting second reading and holding its public hearing on this matter.

NOW THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 32 of the Code of Ordinances is hereby revised, rewritten, and amended as follows:

Sec. 32-222 Preliminary plan and supporting data.

A. Submittal requirements.

10. Properties designed to access state roads shall submit to and receive conditional approval from the South Carolina Department of Transportation (“SCDOT”) prior to receiving final approval from the Oconee County Planning Department. All SCDOT comments shall be incorporated in the plans submitted to the County.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior subdivision or land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto.

4. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 32, not amended hereby, directly or by implication, shall remain in full force.

5. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 2, 2023
Second Reading: May 16, 2023
Third Reading: June 6, 2023
Public Hearing: June 6, 2023

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2023-10**

**AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 2 OF THE
OCONEE COUNTY CODE OF ORDINANCES BY DISSOLVING THE
ARTS AND HISTORICAL COMMISSION; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), created the Oconee County Arts and Historical Commission by enactment of Oconee County Ordinance No. 1979-20, which was codified in Division 4 of Article IV of Chapter 2 of the Oconee County Code of Ordinances (the “County Code”); and

WHEREAS, the Oconee County Arts and Historical Commission is no longer needed to serve the purposes for which it was created, and the Oconee County Parks, Recreation, and Tourism Director, with designated staff,¹ is hereby designated to ensure that the duties formally imposed on the Arts and Historical Commission are discharged.

NOW, THEREFORE, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. The Oconee County Arts and Historical Commission, initially established by Ordinance 1979-20 and as currently reflected in Division 4 of Article IV of Chapter 2 of the Oconee County Code of Ordinances is hereby dissolved, and the entire current content of Division 4 (Sections 2-321 through 2-326) of Article IV of Chapter 2 of the County Code is hereby deleted in its entirety.
2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

¹ If the Parks Recreation and Tourism Director is, at any time, unable to carry out these responsibilities, the County Administrator shall select another staff member to serve in this capacity.

5. This Ordinance shall take effect and be in full force from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ___ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chairman, Oconee County Council

First Reading: May 2, 2023
Second Reading: May 16, 2023
Public Hearing: June 6, 2023
Third Reading: June 6, 2023

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-11**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE FOOTHILLS FARMSTEAD, AS LESSEE, IN ORDER TO ADD ADDITIONAL PROPERTY TO THE LEASE PREMISES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts;

WHEREAS, on October 10, 2019, the County entered into a Ground Lease Agreement (“Lease”) with The Foothills Farmstead (“Lessee”) for property designated as “Lease Parcel 2” on the survey of Stephen R. Edwards attached hereto as Exhibit B;

WHEREAS, the parcel designated as Tract 1 (+/- 1.428 acres) on Exhibit B is now owned by the County;

WHEREAS, Lessee desires to add Tract 1 as additional property under the terms of the Lease in order to further expand its historical farmstead and related facilities, and County is willing to modify the Lease to accommodate that request; and

WHEREAS, attached hereto as Exhibit A is an Addendum to the Lease, which revises and increases the lease premises, consistent with the foregoing.

NOW THEREFORE, be it ordained, by County Council in meeting duly assembled that:

Section 1. Addendum to Lease Agreement Approved. The Addendum to the Lease Agreement is hereby approved, and the County Administrator is authorized to execute and deliver the Addendum in substantially the same form as Exhibit A attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Addendum to the Lease Agreement and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading, in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 2, 2023
Second Reading: May 16, 2023
Third Reading: June 6, 2023
Public Hearing: June 6, 2023

EXHIBIT A

[See Attached]

EXHIBIT B

[See Attached]

**ADDENDUM # 2 TO THAT CERTAIN GROUND
LEASE DATED OCTOBER 10, 2019**

THIS ADDENDUM # 2 TO THAT CERTAIN GROUND LEASE, DATED OCTOBER 10, 2019 is made and entered into by **OCONEE COUNTY, SOUTH CAROLINA** and **THE FOOTHILLS FARMSTEAD** this _____ day of _____, 2023.

RECITALS:

WHEREAS, on October 10, 2019, Oconee County (“Lessor”) entered into a Ground Lease Agreement (“Lease”) with The Foothills Farmstead (“Lessee”) for the property designated “Lease Parcel 2” on the survey of Stephen R. Edwards, attached hereto as Exhibit A;

WHEREAS, the parcel designated as Tract 1 (+/- 1.428 acres) on Exhibit A is now owned by the County;

WHEREAS, Lessee desires to add Tract 1 as additional property under the terms of the Lease, in order to further expand its historical farmstead and related facilities, and County is willing to modify the Lease to accommodate Lessor’s request.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows.

1. The Ground Lease Premises subject to the Lease is hereby increased to include the property shown as Tract 1 (+/- 1.428 acres) on Exhibit A;
2. All other terms and provisions of the Lease remain in full force, and Lessor and Lessee do hereby ratify and confirm the Lease as amended hereby.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum # 2 to be executed and delivered as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

IN THE PRESENCE OF:

LESSOR:

**OCONEE COUNTY,
SOUTH CAROLINA**

By: _____
Amanda F. Brock
Oconee County Administrator

THE FOOTHILLS FARMSTEAD

By: _____
Signature

Printed name

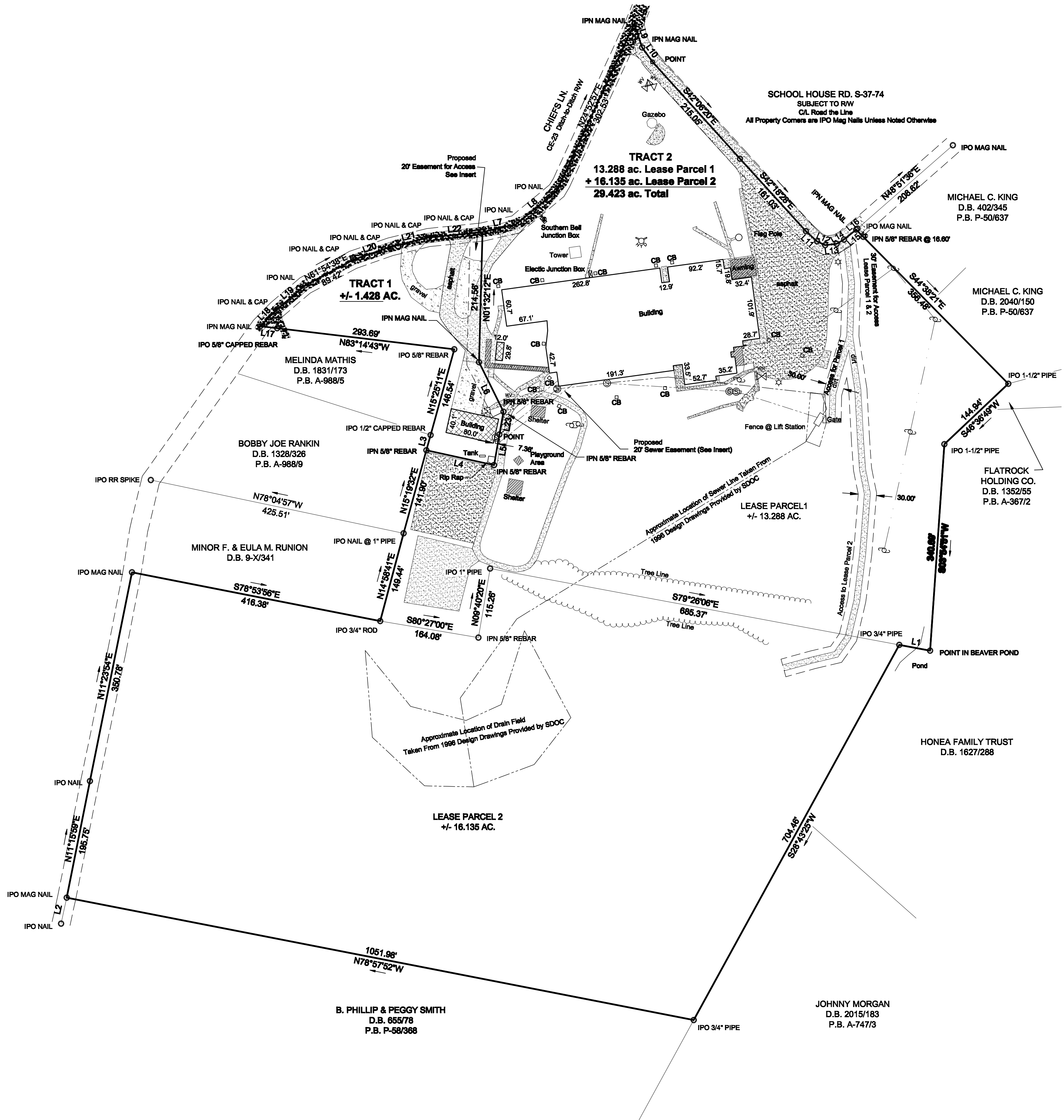
Its: _____

EXHIBIT A

[See Attached]

Exhibit B

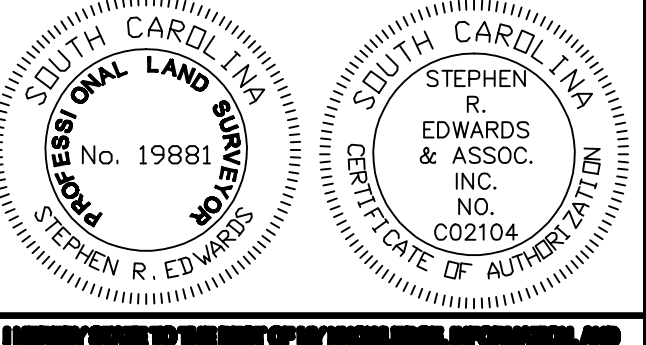
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	Transformer
	Propane Tank
	Catch Basin - CB
	Power Pole
	Light Pole
	Manhole
	Fire Hydrant
	Telephone Pedestal
	Water Valve
	Irrigation Valve



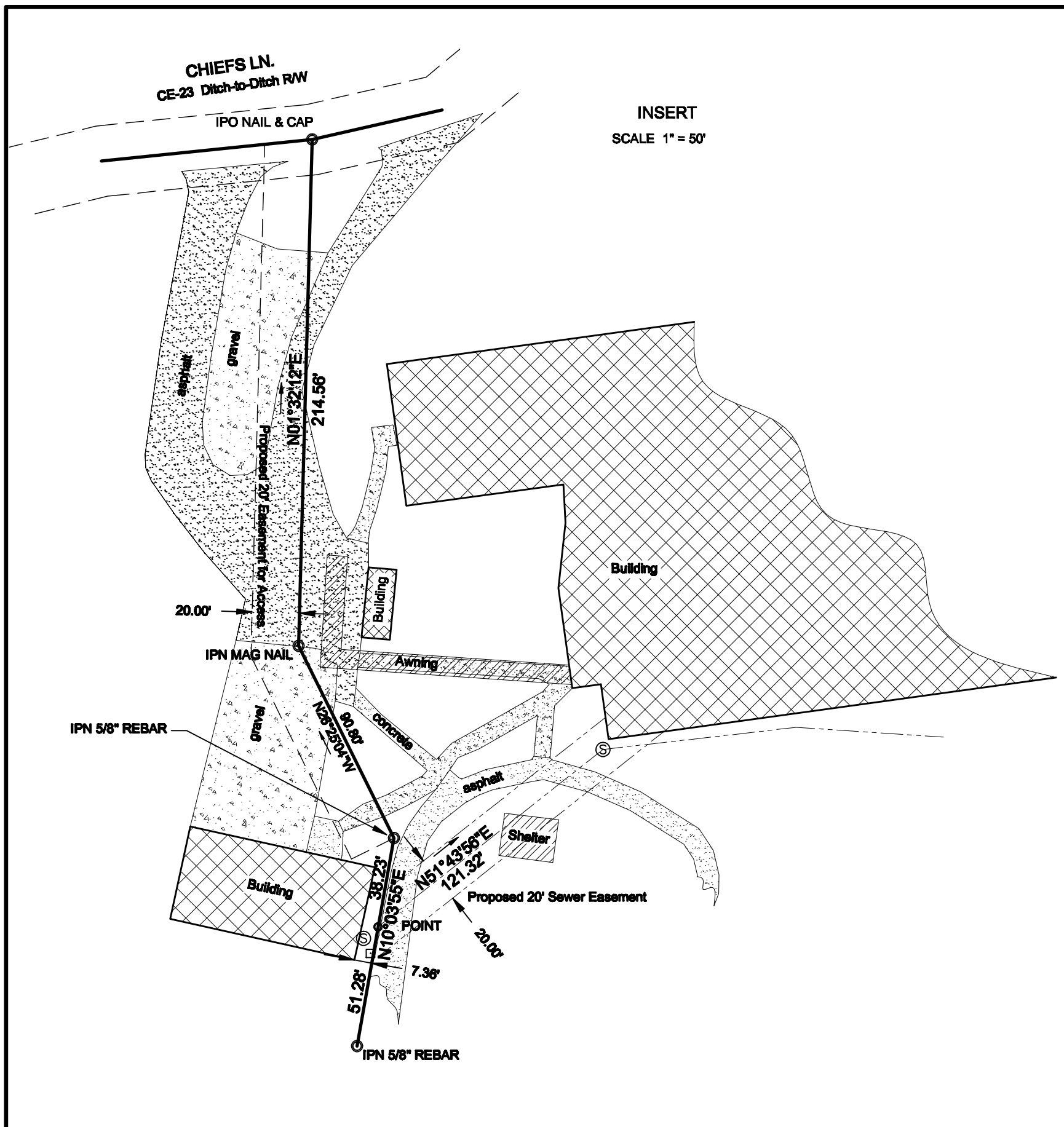
LINE	BEARING	LENGTH
L1	N79°28'06\"W	51.65
L2	S12°16'58\"W	43.55
L3	N15°19'32\"E	25.96
L4	S77°32'14\"E	114.04
L5	N10°03'55\"E	51.28
L6	N26°25'04\"W	90.80
L7	N77°06'04\"E	56.47
L8	N50°31'37\"E	67.39
L9	S18°34'16\"E	40.96
L10	S35°51'54\"E	29.28
L11	S47°07'48\"E	24.84
L12	S65°35'53\"E	14.92
L13	N83°20'58\"E	19.04
L14	N80°00'44\"E	13.88
L15	N50°47'25\"E	25.84
L16	N50°47'25\"E	2.76
L17	N83°19'04\"W	27.93
L18	N44°35'28\"E	39.28
L19	N48°43'22\"E	60.92
L20	N70°46'23\"E	65.29
L21	N76°19'22\"E	64.03
L22	N84°08'51\"E	89.60
L23	N10°03'55\"E	38.23

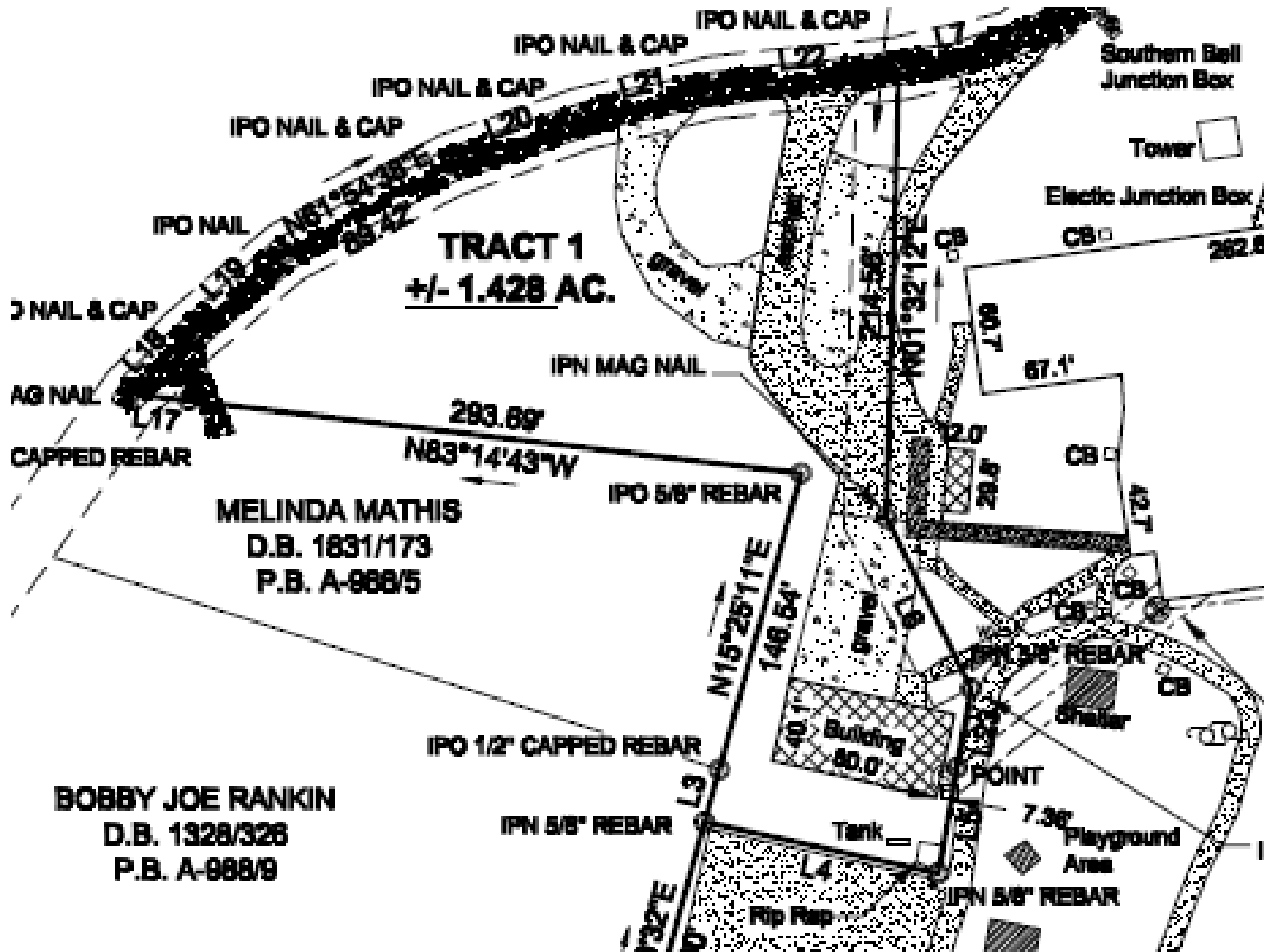
- NOTES
- REFERENCES
-D.B. 3-R/72, 5-K/34, 6-U/24, 9-Q/263, 12-R/66 & 565/274
-P.B. N/20, P-41/326 & P-57/84
-TAX MAP NUMBER: 300-00-02-012
 - ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
 - THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
 - ANY WARRANTY FOR THIS SURVEY IS NON-TRANSFERABLE.
 - REVISED 07-05-2017 TO SHOW 30' ACCESS EASEMENT.
 - REVISED 07-13-2017 TO SHOW LEASE PARCELS 1 & 2.

BOUNDARY SURVEY FOR
SCHOOL DISTRICT OF
OCONEE COUNTY
 CENTER TOWNSHIP, OCONEE COUNTY, SOUTH CAROLINA
STEPHEN R. EDWARDS & ASSOCIATES, INC.
 1402 W. HIGHWAY 67, WEST LENOX, GA-30088
 (706) 776-4129
 REVISED: 07-13-2017
 JOB NUMBER: 15-193



WEST-OK Hwy.
 School House Ln.
 Cannon Crk.





**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-02**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

BE IT ORDAINED by the County Council for Oconee County, South Carolina (the “County Council”), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

The following amounts are hereby approved for budget purposes and appropriated for the 2023-2024 fiscal year for the School District of Oconee County:

School Operations	\$	74,625,639
School Debt	\$	26,985,342
Total School District	\$	<u>101,610,981</u>

SECTION 2

A tax of sufficient millage to fund the aforestated appropriations for the School District of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024 is hereby directed to be levied upon all property eligible to be taxed for this purpose in Oconee County and duly collected.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to County Council, for approval by County Council, a sufficient millage levy, and the Treasurer of Oconee County is hereby directed to collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforestated operations appropriations and direct expenditures of the School District of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

SECTION 4

In accordance with the Constitution and general law of the State of South Carolina, and the Acts and Joint Resolutions of the South Carolina General Assembly, the Auditor of Oconee County shall set the millage levy for the debt service requirements of the School District and the Treasurer of Oconee County shall collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the debt service requirements of the School District of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

SECTION 5

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared severable.

SECTION 6

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

SECTION 7

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2023.

Adopted in meeting duly assembled this ____ day of June, 2023.

OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chairman, Oconee County Council

ATTEST

Jennifer C. Adams
Clerk to County Council

First Reading: May 16, 2023
Public Hearings: June 6, 2023
Second Reading: June 6, 2023
Public Hearings: June 20, 2023
Third Reading: June 20, 2023

SCHOOL DISTRICT OF OCONEE COUNTY
FY 2024 PROPOSED GENERAL FUND REVENUE BUDGET
 Budget Second Read - May 15, 2023

	FY2023-24 Proposed Budget	FY2022-23 Adopted Budget	Comments
Local tax revenue	\$49,700,000	\$47,495,759	2022 revenue - \$50.9M, projected 2023 revenue - \$51.2M
Late penalties and fees	\$100,000	\$250,000	Not currently realizing budgeted value
Fee in Lieu of Taxes	\$3,000,000	\$3,000,000	
Local property tax relief reimbursement	\$3,948,128	\$3,948,130	
Homestead exemption tax revenue	\$1,595,798	\$1,595,798	
Property tax relief TIER 3	\$15,432,000	\$13,841,627	Projection from SC Dept of Revenue, based on 8.6% CPI
Merchants' inventory tax revenue	\$169,330	\$169,330	
Manufacturers' depreciation reimbursement	\$405,383	\$405,383	
Motor carrier fees	\$275,000	\$275,650	
Total from Local Taxes	\$74,625,639	\$70,981,677	
Tuition	\$40,000	\$40,000	
Interest on investments	\$60,000	\$30,000	Improved but volatile interest rate environment
Rental fees	\$10,000	\$10,000	
Refunds	\$20,000	\$30,000	
Total Non-Tax Local Revenue	\$130,000	\$110,000	
School bus drivers' salary	\$1,221,375	\$1,121,377	Increase anticipated but projection not released
Bus drivers' workers compensation	\$54,750	\$54,765	
Retiree insurance	\$3,905,000	\$3,515,308	Senate Projection
EFA funding formula aid	\$35,520,000	\$36,806,890	Senate Projection, over budgeted 2022-23 due to bundling of EFA/EIA
PEBA - On-Behalf Payment	\$676,750	\$676,750	
Total State Sources	\$41,377,875	\$42,175,090	
Total Revenue	\$116,133,514	\$113,266,767	
Transfer from EIA	\$6,170,000	\$0	Increase due to change in EFA/EIA, conservative due to aid reductions 2022-23
Transfer from Special Revenue		-	
Indirect Cost Transfer Revenue	\$75,000	\$150,000	Federal stimulus expiring
Transfers In	\$6,245,000	\$150,000	
Total Revenue and Transfers from All Sources	\$122,378,514	\$113,416,767	

SCHOOL DISTRICT OF OCONEE COUNTY
FY2024 PROPOSED GENERAL FUND BUDGET
Second Read - May 15, 2023

			Proposed FY24 Budget	Adopted FY23 Budget
INSTRUCTION				
KINDERGARTEN PROGRAMS				
1000	SALARIES		3,394,916	3,234,774
2000	EMPLOYEE BENEFITS		1,590,212	1,618,015
3000	PURCHASED SERVICES		-	-
4000	SUPPLIES AND MATERIALS		12,000	27,203
			4,997,128	4,879,992
PRIMARY PROGRAMS				
1000	SALARIES		9,560,350	8,617,160
2000	EMPLOYEE BENEFITS		4,539,447	4,119,546
3000	PURCHASED SERVICES		-	-
4000	SUPPLIES AND MATERIALS		222,518	85,364
			14,301,315	12,822,070
ELEMENTARY PROGRAMS				
1000	SALARIES		15,483,638	14,976,077
2000	EMPLOYEE BENEFITS		6,454,451	6,604,750
3000	PURCHASED SERVICES		8,996	8,715
4000	SUPPLIES AND MATERIALS		133,276	187,211
6000	OTHER OBJECTS		-	-
			22,055,361	21,776,753
HIGH SCHOOL PROGRAMS				
1000	SALARIES		8,967,646	8,083,504
2000	EMPLOYEE BENEFITS		3,669,092	3,434,656
3000	PURCHASED SERVICES		35,600	38,091
4000	SUPPLIES AND MATERIALS		128,218	112,427
6000	OTHER OBJECTS		-	-
			12,775,555	11,668,678
CAREER AND TECHNOLOGY PROGRAMS				
1000	SALARIES		2,266,516	1,983,422
2000	EMPLOYEE BENEFITS		1,019,406	896,800
3000	PURCHASED SERVICES		-	-
4000	SUPPLIES AND MATERIALS		82,500	91,650
5000	CAPITAL OUTLAY		-	-
			3,361,423	2,971,872
EXCEPTIONAL PROGRAMS				
1000	SALARIES		8,559,877	8,545,498
2000	EMPLOYEE BENEFITS		4,010,945	3,889,303
3000	PURCHASED SERVICES		23,500	21,338
4000	SUPPLIES AND MATERIALS		90,765	76,816
6000	OTHER OBJECTS		-	-
			12,674,087	12,532,955
SPECIAL PROGRAMS				
1000	SALARIES		1,718,750	1,692,010
2000	EMPLOYEE BENEFITS		866,472	780,026
3000	PURCHASED SERVICES		25,495	31,155
4000	SUPPLIES AND MATERIALS		16,900	30,471
			2,616,618	2,533,663
ADULT EDUCATION PROGRAMS				
1000	SALARIES		74,280	74,554
2000	EMPLOYEE BENEFITS		27,367	32,880
3000	PURCHASED SERVICES		5,500	3,807
4000	SUPPLIES AND MATERIALS		5,600	5,535
			112,746	116,776
PUPIL ACTIVITY PROGRAMS				
1000	SALARIES		-	-
2000	EMPLOYEE BENEFITS		-	-
3000	PURCHASED SERVICES		-	-
4000	SUPPLIES AND MATERIALS		-	-
6000	OTHER OBJECTS		-	-
			-	-
TOTAL INSTRUCTIONAL EXPENDITURES			72,894,233	69,302,758

SUPPORT				
SUPPORT SERVICES-STUDENTS				
	1000	SALARIES	4,212,310	3,595,067
	2000	EMPLOYEE BENEFITS	2,021,734	1,645,033
	3000	PURCHASED SERVICES	377,240	368,085
	4000	SUPPLIES AND MATERIALS	90,788	74,015
	6000	OTHER OBJECTS	320	320
			6,702,393	5,682,520
SUPPORT SERVICES-INSTRUCTIONAL STAFF				
	1000	SALARIES	3,702,757	3,494,235
	2000	EMPLOYEE BENEFITS	1,537,689	1,399,846
	3000	PURCHASED SERVICES	250,600	258,518
	4000	SUPPLIES AND MATERIALS	319,882	325,495
	6000	OTHER OBJECTS	12,420	12,420
			5,823,347	5,490,513
SUPPORT SERVICES-GENERAL ADMINISTRATION				
	1000	SALARIES	6,532,460	6,262,932
	2000	EMPLOYEE BENEFITS	2,988,402	2,808,184
	3000	PURCHASED SERVICES	293,238	244,856
	4000	SUPPLIES AND MATERIALS	45,700	29,178
	6000	OTHER OBJECTS	391,100	371,800
			10,250,901	9,716,950
SUPPORT SERVICES-FINANCE AND OPERATIONS				
	1000	SALARIES	9,006,013	8,441,031
	2000	EMPLOYEE BENEFITS	4,511,189	4,215,832
	3000	PURCHASED SERVICES	2,652,590	2,627,745
	4000	SUPPLIES AND MATERIALS	4,825,193	4,558,535
	5000	CAPITAL OUTLAY	115,000	72,526
	6000	OTHER OBJECTS	55,050	48,331
			21,165,036	19,963,999
SUPPORT SERVICES-CENTRAL				
	1000	SALARIES	1,312,308	1,197,221
	2000	EMPLOYEE BENEFITS	1,122,170	533,607
	3000	PURCHASED SERVICES	843,898	418,016
	4000	SUPPLIES AND MATERIALS	734,500	69,340
	5000	CAPITAL OUTLAY	15,000	40,610
	6000	OTHER OBJECTS	500	500
			4,128,375	2,259,294
SUPPORT SERVICES-PUPIL ACTIVITY				
	1000	SALARIES	703,000	624,614
	2000	EMPLOYEE BENEFITS	185,000	-
	3000	PURCHASED SERVICES	1,000	1,400
	4000	SUPPLIES AND MATERIALS	23,250	19,500
	6000	OTHER OBJECTS	19,500	18,355
			931,750	663,869
TOTAL SUPPORT EXPENDITURES			49,001,803	43,777,145
COMMUNITY SERVICES				
	3000	PURCHASED SERVICES	1,000	1,000
	4000	SUPPLIES AND MATERIALS		-
	6000	OTHER OBJECTS	150,100	100
			151,100	1,100
TOTAL COMMUNITY SERVICES EXPENDITURES			151,100	1,100
TRANSFERS				
4	7000	TRANSFER OTHER AGENCY	40,000	40,000
4	7000	TRANSFER TO FOOD SERVICE	20,000	80,000
4	7000	TRANSFER TO PUPIL ACTIVITY	271,378	215,764
TOTAL TRANSFERS			331,378	335,764
			\$ 122,378,514	\$ 113,416,767

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2023-09**

**A RESOLUTION APPROVING THE UPDATED ANDERSON COUNTY
AND OCONEE COUNTY MULTI-JURISDICTIONAL HAZARD
MITIGATION PLAN; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (“County”) is a body politic and corporate and a political subdivision of the State of South Carolina;

WHEREAS, the Oconee County Council (“Council”) recognizes the threat that natural hazards pose to people and property within Oconee County;

WHEREAS, the County has prepared a multi-hazard mitigation plan, hereby known as the Multi-Jurisdictional Hazard Mitigation Plan - Anderson & Oconee County, dated March of 2023 (which, along with all related appendices and annexes, is hereafter referred to as the “Plan”),¹ in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended;

WHEREAS, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the County from the impacts of future hazards and disasters; and

WHEREAS, adoption of the Plan by Council demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Plan.

NOW THEREFORE, be it resolved by Council in meeting duly assembled that:

Section 1. The County hereby adopts the Plan and authorizes the County Administrator or her designee to execute the Plan on behalf of the County.

Section 2. All funding necessary to implement the Plan shall come from: (a) state and/or federal grant funds where no matching funds are required from the County, or (b) funding specifically approved by subsequent action of Council.

Section 3. The Plan may be revised from time to time, and such revisions shall require approval by the Council.

Section 4. The County Administrator or her designee is hereby authorized to negotiate, execute, and deliver any such other documents and instruments which may be necessary or incidental to the Plan, excluding those which must be authorized by ordinance.

¹ A copy of the Plan is attached hereto as Exhibit A.
R2023-09

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this ____ day of _____, 2023, in meeting duly assembled.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

EXHIBIT A

See Attached

ANNEX D

High Hazard Potential Dams

Table of Contents:

- ❖ A.1 Planning Process
- ❖ A.2 How Dams Pose a Public Safety Hazard
 - A.2.1 Non-Breach Flooding (Downstream)
 - A.2.2 Breach Flooding (Downstream)
 - A.2.3 Upstream Flooding
- ❖ A.3 Background
- ❖ A.4 Location and Profiles
 - A.4.1 Profile of Anderson and Oconee County HHPDs
 - A.4.2 Profile of Extra-Jurisdictional HHPDs that Could Impact Anderson and Oconee Counties
- ❖ A.5 Historical Occurrences
 - A.5.1 Probability of Future Occurrences
- ❖ A.6 Dams and Risk
 - A.6.1 Hazards that Impact Dams
 - A.6.2 Dam Failure Consequences Evaluation
- ❖ A.7 Limitation, Deficiencies, and Plan to Overcome
- ❖ A.8 Mitigation Goals and Actions
- ❖ Appendix A: SCDSP Methodology for Dam Breach Modeling
- ❖ Appendix B: Detailed Consequence Tables for each dam
- ❖ Appendix C: SCDHEC Dam Breach Inundation Maps for Anderson and Oconee County HHPDs
- ❖ Appendix D: DSS-WISE™ Lite Human Consequences Module (HCOM) Reports

A.1 Planning Process

As part of the 2023 hazard mitigation plan update effort, Anderson and Oconee County have developed this Annex to assess dam risks and comply with the Stafford Act as amended by the Disaster Mitigation Act of 2000. The High Hazard Potential Dams Annex to the South Carolina State Hazard Mitigation Plan and 2020 State of the Dams Report were reviewed, and relevant data was incorporated into this annex.

South Carolina dams are managed through the South Carolina Dam Safety Program (SCDSP) within the SC Department of Health and Environmental Control (SCDHEC). As the regulatory authority for dams, SCDSP maintains the inventory of state regulated dams and inspects dams of Significant and High Hazard potential on a 3- and 2-year cycle, respectively, and reassesses those of Low Hazard Potential at least once every 5 years. The program also evaluates the appropriate hazard classification of proposed and unregulated dams as needed. Upon commencement of the plan update, Anderson County Office of

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Emergency Management contacted SCDSF to request an updated list of Anderson and Oconee County state regulated dams and their classifications.

Once the hazard profile was completed both counties and SCDSF determined appropriate mitigation goals more specific to the dam hazard for the county level plan along with mitigation actions addressing the dam hazard and the potential impacts.

A.2 How Dams Pose a Public Safety Hazard

Dams represent a hazard to public safety in three main ways: 1) non-breach flooding, 2) breach (i.e., dam failure) flooding, and 3) upstream flooding. Additionally, a dam breach failure can be broken down into two main types: sunny-day and rainy-day.

A.2.1 Non-Breach Flooding (Downstream)

A non-breach flood event is generally the result of necessary or intentional releases that, while rare occurrences, are much higher in flow rate and total volume than normal releases. These releases can be through the dam's spillway system (i.e., auxiliary or "emergency" spillways) or can be the result of overtopping of dams that are designed to overtop (i.e., concrete dams, or earthen dams that have armoring designed to withstand overtopping without eroding). This type of event poses a flood risk in that downstream populations may be caught unaware and locations that do not normally experience flooding may flood. For example, a HHPD is required to have spillway capacities that comply with the Spillway Design Flood criteria found in SC Code of Regulations 72-1, *et seq.*, and repeated in **TABLE I** below. As is apparent from **TABLE I**, a HHPD can and should have spillway capacity in excess of the 100-year flood. As a result of FEMA's National Flood Insurance Program, local ordinances have restricted development within FEMA-approved 100-year flood plains but not wider, the result being a HHPD that is simply operating as it was designed has the ability to threaten areas where no building restrictions apply and where populations may not expect flooding to occur. Additionally, a dam that is designed to overtop could conceivably pass flood flows so extreme a large downstream area (potentially larger than the dam's breach inundation area) would need to be notified of the flood risk, even though the dam is not at risk of breaching.

It is not uncommon to see structures built in the auxiliary spillway channel downstream of a dam, especially when these channels/flow paths are on property not under the control of the dam owner. In the event of imminent activation of an auxiliary spillway, owners/residents of these structures (whether homes, roadways, or other infrastructure) may need to be notified and emergency protective measures taken.

As the Limitations section of this document will address later on, the SCDSF is unable to provide detailed analysis of the non-breach flooding risk for HHPDs in the planning area at this time. This is a limitation that the SCDSF plans on utilizing FEMA grant funding and contractual assistance to correct in the next 12 months.

TABLE I: SPILLWAY DESIGN FLOOD CRITERIA FOR HHPDs

Size Classification (by Height OR Impoundment Volume)	Spillway Design Flood (SDF)
Very Small (<25 ft and <50 acre-ft)	100-year to ½ Probable Maximum Flood (PMF)¹
Small (≥25 ft and <40 ft OR ≥50 and <1,000 acre-ft)	½ PMF to PMF
Intermediate (≥40 ft and <100 ft OR ≥1,000 acre-ft and <50,000 acre-ft)	PMF
Large (≥100 ft OR ≥50,000 acre-ft)	PMF

Source: South Carolina Code of Regulations, Reg. 72-1, et seq.

Note: ¹“Probable Maximum Flood (PMF)” is defined in SC Reg. 72-1 as “the largest flood that theoretically could occur at a given site during our present geological and climatic era.”

A.2.2 Breach Flooding (Downstream)

A dam breach is a failure of a dam structure resulting in an uncontrolled release of water or other fluids from the impounded reservoir that causes downstream flooding. In the event of a dam failure, the energy of the water stored behind even a small dam is capable of causing loss of life and severe property damage if development exists downstream of the dam. Dam failure can result from natural events (e.g., extreme precipitation events, earthquakes), human-induced events (e.g., misoperation, lack of or deferred maintenance, vandalism, terrorism), or, more commonly, some combination of the two. The most common cause of dam failure in earthen dams is prolonged rainfall that produces inflow into the reservoir in excess of the dam’s spillway capacity, causing dam overtopping and erosion of the earthen dam embankment until an uncontrolled release occurs. The human-induced factor in these overtopping dam failure events is usually related to the dam’s spillway system, and the loss of spillway capacity thereof: either a spillway is obstructed by debris, is not in proper functioning condition, requires manual operation (which never comes or comes too late), . There are two main types of dam breach, which are defined by the hydrologic conditions surrounding the dam failure:

- The sunny-day dam breach is an event that occurs without any antecedent or concurrent rainfall and by definition occurs when the reservoir is at normal pool elevation, i.e., the water level established by a primary spillway’s inflow elevation, and the downstream receiving stream is also at a normal water level such that all downstream floodplain storage is available.
- The other type of breach event, a rainy-day breach, occurs as a result of antecedent or concurrent rainfall somewhere in the dam’s watershed and/or in the downstream floodplain and can be any of a range of scenarios where the reservoir is above normal pool elevation (up to the crest of the dam or even slightly above if the dam is being overtopped in the scenario), is receiving increased inflow from the upstream watershed, and the downstream floodplain storage is limited or fully exhausted.

A.2.3 Upstream Flooding

Dams can also represent a hazard to upstream areas (i.e., areas around the impounded reservoir and within the floodplain of the impounded stream) in the event of extreme inflow events or misoperation of the dam that results in water level in the impounded reservoir reaching or exceeding the top of the dam. While this is usually a much smaller flood risk (i.e., much lower flood depths and velocities) than the downstream flood risk from non-breach or breach flooding, upstream populations can be caught unawares from a rise in the reservoir water level that exceeds the normal range of reservoir fluctuation. This type of flooding usually represents a much lower risk for loss of human life than downstream flooding, but can represent a significant risk for property damage, flooding of roadways, and other adverse infrastructure impacts.

A.3 Background

Worldwide interest in dam and levee safety has risen significantly in recent years. Aging infrastructure, new hydrologic information, and population growth in floodplain areas downstream from dams and near levees have resulted in an increased emphasis on safety, operation, and maintenance.

According to the US Army Corps of Engineers there are over 91,000 *regulated* dams in the United States today, the majority of which are privately owned. There is no known official estimate for the number of unregulated dams in the US, but the SCDSP estimates there may be as many as 50,000 *unregulated* dams in South Carolina alone. Besides private entities, other owners of dams include state and local authorities, public utilities, and federal agencies. The benefits of dams are numerous: they provide water for drinking, navigation, and agricultural irrigation. Dams also provide hydroelectric power, create lakes for fishing and recreation, and save lives by preventing or reducing floods.

Though dams have many benefits, they also can pose a risk to communities if not designed, operated, and maintained properly. Each dam in the state of South Carolina has the potential to fail and suddenly release its impounded water, flooding the land downstream. This threat is only exacerbated by aging infrastructure dams (i.e., dams built to serve a public use, such as flood control or hydropower) and the multitude of typically smaller dams built primarily for recreational and aesthetic purposes. Dams built before 1977 pre-date the SC Dams and Reservoirs Safety Act and were constructed without the need for a construction permit from the SCDSP. Aside from Federally-owned or regulated dams, most of these pre-law dams were built without the involvement of a licensed Professional Engineer, design standards, or oversight of any kind. Furthermore, dams built since the passage of the Act have been subject to an evolution of design standards and best engineering practices that have seen many once-standard practices (such as seepage cut-off walls and use of geotextiles) become frowned upon. These aging and sub-standard dams make up the bulk of South Carolina’s portfolio of dams.

SCDSP oversees permitting, inspections and general compliance for nearly 2,300 state-regulated dams under authority vested by the SC Dams and Reservoirs Safety Act, SC Code Ann. §49-11-110, *et seq.* and the SC Dams and Reservoirs Safety Act Regulations, SC Code Regs. 72-1, *et seq.* A dam subject to state regulation is classified based on its potential for causing loss of life or damage to improved property in the event of the dam’s failure or improper operation. Consequences from dam failure that the program considers and evaluates in assigning a Hazard Potential Classification include potential impacts to homes, businesses, roads, railroads, commercial and industrial facilities, and public utilities (i.e., water, sewer, electric, gas). There are three hazard potential classifications found in the SC Dam and Reservoirs Safety Act and Regulations — High, Significant, and Low. **TABLE II** explains these classifications. This Annex will focus on the High Hazard Potential Dams (HHPDs) only.

TABLE II: SOUTH CAROLINA HAZARD POTENTIAL CLASSIFICATION OF DAMS

CLASS 1	CLASS 2	CLASS 3
High Hazard	Significant Hazard	Low Hazard
Dam failure will likely cause loss of life or serious damage to home(s), industrial and commercial facilities, important public utilities, main highway(s) or railroads.	Dam failure will not likely cause loss of life but may damage home(s), industrial and commercial facilities, secondary highway(s) or railroads, or interrupt the service of relatively important public utilities.	Dam failure may cause minimal property damage to others. Loss of life is not expected.

Source: South Carolina Code of Regulations, Reg. 72-2.C. Hazard Potential Classification.

A.4 Location and Profiles

According to the SCDSP’s Geographic Information Systems (GIS) web application (<https://gis.dhec.sc.gov/scdams>), as of May 5, 2023, there are 60 state-regulated dams in Anderson County and 54 in Oconee County. Of these 114 total dams in the two counties, 55 are classified as High Hazard Potential Dams (HHPDs), 30 in Oconee County and 25 in Anderson County. This information is summarized in **TABLE III** and depicted geographically in **FIGURE 1**. Additionally, there are 11 state-regulated HHPDs in neighboring Pickens and Greenville Counties that could cause downstream impacts in the planning area of Anderson and Oconee Counties. **FIGURE 2** shows the location of these Greenville and Pickens Counties (i.e., extra-jurisdictional) HHPDs. The SCDSP’s GIS web application is the preferred source of information for HHPDs in the planning area because this web application reflects SCDSP’s data on all state-regulated in real-time, and it also provides a wealth of additional information and tools to assist the user in performing detailed analysis of the geographic environment and upstream and downstream impacts of almost every dam subject to state regulation.

TABLE III: SUMMARY OF HIGH HAZARD POTENTIAL DAMS

CLASSIFICATION	ANDERSON	OCONEE	TOTAL
CLASS 1 – HIGH HAZARD	23	30	53
STATE CLASS 1 – HIGH HAZARD	2	0	2
TOTAL	25	30	55

Source: South Carolina Department of Health and Environmental Control, 2023

As shown in **TABLE III**, State Class 1 dams are a sub-set of Class 1 dams that are less than 25 feet in height and have a storage capacity of less than 50 acre-feet (i.e., “Very Small” size class as shown in **TABLE I**) but that may cause loss of life in the event of dam failure. The reason for this separation is that State Class 1 dams do not meet the federal definition of “dam” found at 33 U.S.C. §467(3), and therefore are not eligible for the HHPD Grant Program. While State Class 1 dams are smaller and impound less than other Class 1

ANNEX D: HIGH HAZARD POTENTIAL DAMS

dams, they still represent a potential to cause loss of life and thus should not be treated as any less important. The authority to regulate these dams comes from the SC Dams and Reservoirs Safety Act, SC Code Ann. §49-11-110, *et seq.*

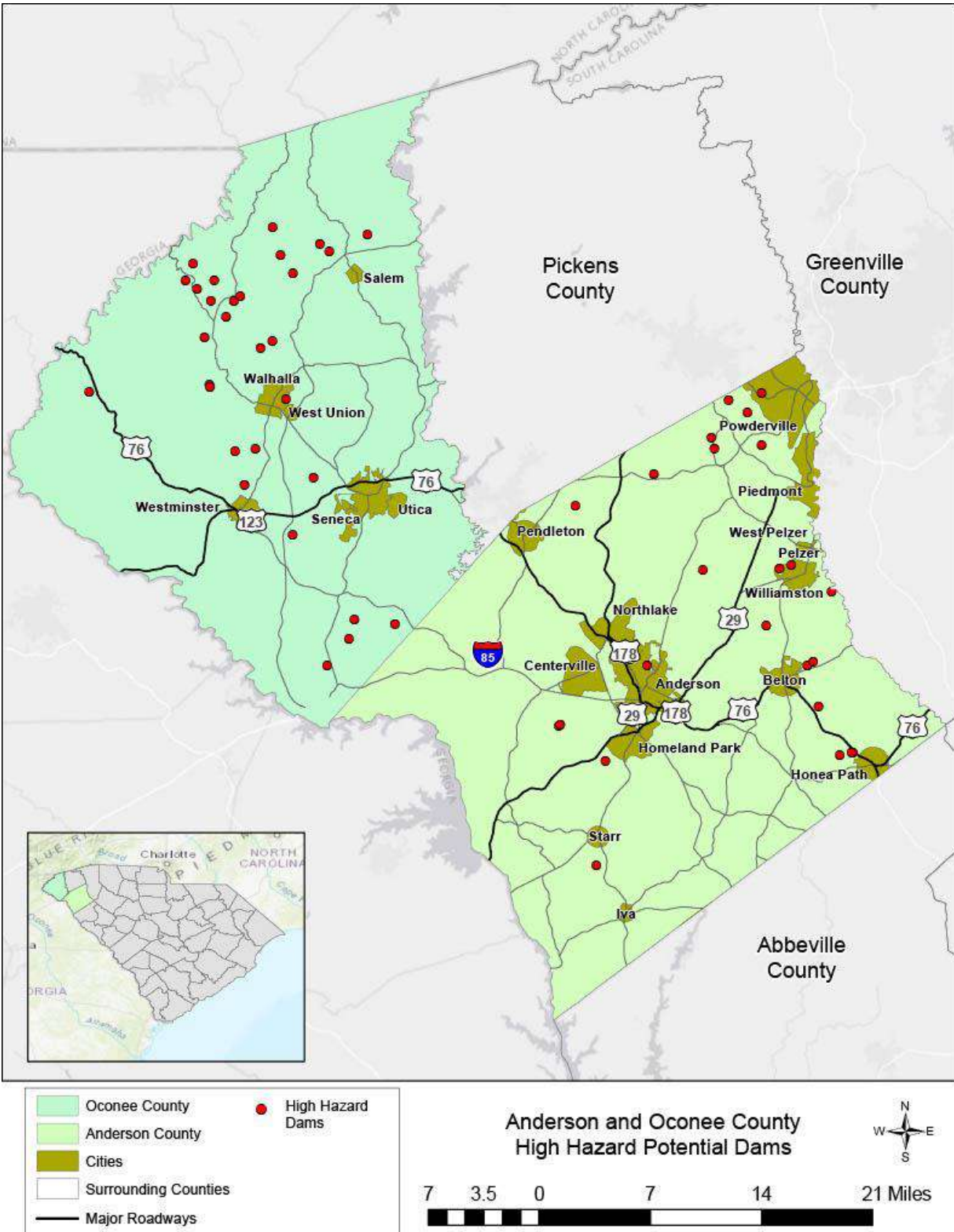
Anderson and Oconee Counties are home to 22 dams that were built by the United States Department of Agriculture (USDA) under Public Law 566 to serve a flood prevention, watershed protection, or water supply purpose. Public Law 566 was passed in 1954 by the US Congress and established a program by which the USDA would design and build dams on watersheds of ≤250,000 acres and with ≤5,000 acre-feet in storage capacity with the intention of turning over maintenance and operations of said dams to local project sponsors known as Watershed Conservation Districts (WCD). Statewide in South Carolina, 105 PL-566 dams were built between 1954 and 1990. There are six Watershed Conservation Districts in Anderson and Oconee Counties that own a combined 22 dams, 20 of which are HHPDs, as shown in **TABLE IV** below.

TABLE IV: NUMBER OF FLOOD CONTROL HHPDs

WATERSHED CONSERVATION DISTRICT (WCD)	ANDERSON	OCONEE
BEAVERDAM CREEK WCD	0	4
BIG CREEK WCD	2	0
BROADMOUTH CREEK WCD	2	0
BRUSHY CREEK WCD	4	0
CONEROSS CREEK WCD	0	4
THREE AND TWENTY CREEK WCD	4	0
TOTAL	12	8

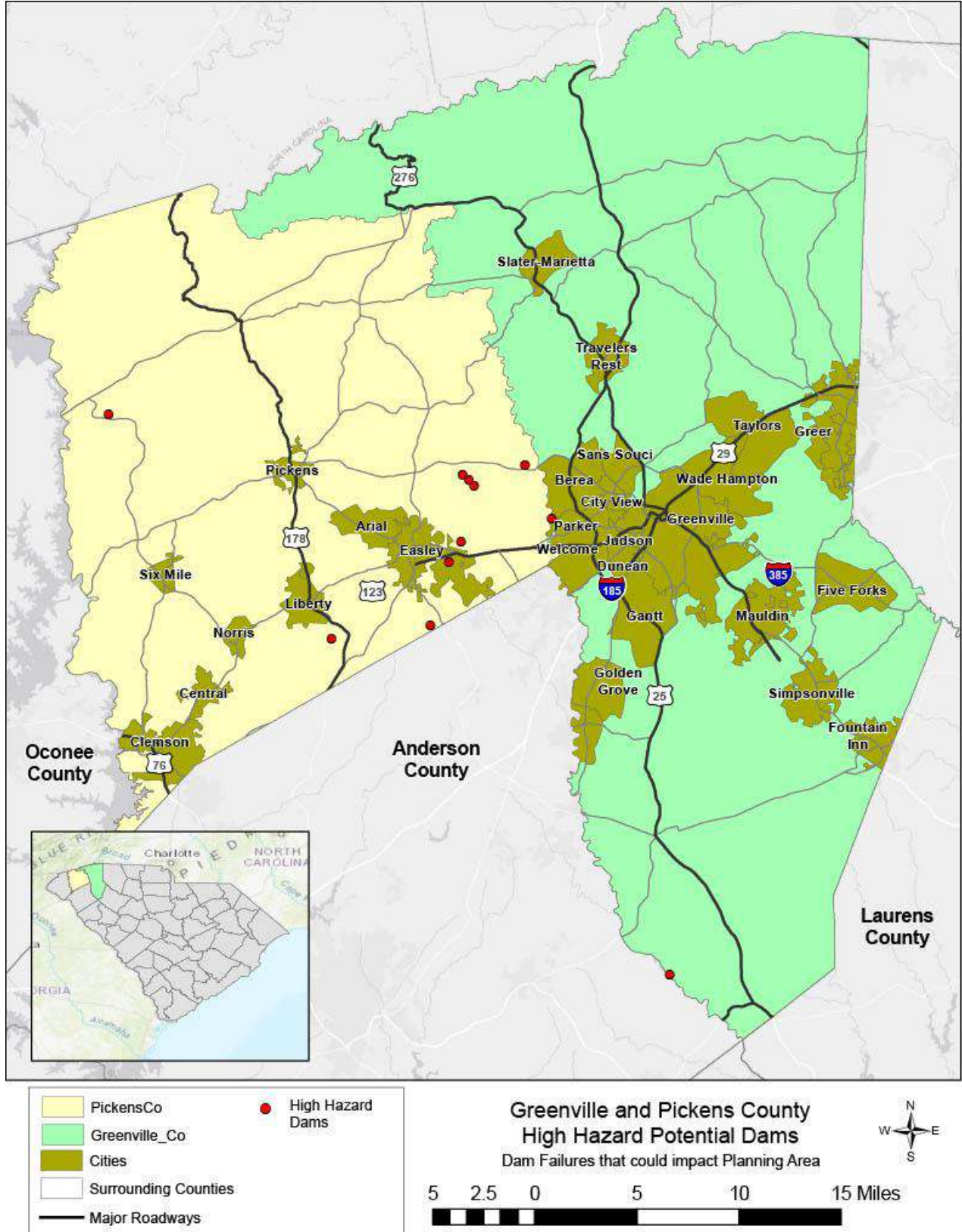
Source: South Carolina Department of Health and Environmental Control, 2023

FIGURE 1: ANDERSON/OCONEE COUNTY HHPD LOCATIONS



Source: South Carolina Department of Health and Environmental Control, 2023; Dynamic Map available at <https://gis.dhec.sc.gov/scdams>

FIGURE 2: GREENVILLE/PICKENS COUNTY HHPD LOCATIONS



Source: South Carolina Department of Health and Environmental Control, 2023; Dynamic Map available at <https://gis.dhec.sc.gov/scdams>

At the state level, the SCDSP utilizes a methodology for assessing the state-regulated dams based on specific, critical risk factors including dam condition, performance under extreme load conditions, and consequence of failure called Screening Level Risk Analysis (SLRA).¹ Based on these critical risk factors, the dams are given a risk rating called Total Risk Factor (TRF). The SLRA accounts for possible dam failures due to flooding, seismic events, and static instability. This methodology is used to produce Total Risk Factor (TRF) scores and rankings that reflect the relative risk posed by the portfolio of HHPDs in the planning area. The High Hazard Potential Dams Annex to the State Hazard Mitigation Plan outlines the prescribed methodology for calculating the TRF.² The information is not shared publicly for multiple reasons but available to government officials for mitigation planning purposes.

The SLRA methodology and resultant TRF scores and rankings require the user to properly understand and interpret the data to be able to make risk-informed decisions regarding HHPDs. First, the information that feeds into the analysis is not static as the conditions affecting dams are ever changing and inspections and evaluations are continuously updated. The TRF information contained in this report is already out-of-date and should not be used for planning purposes – the SCDSP should always be contacted for the most current TRF rankings. Second, the SLRA relies on a variety of data sources that have significant limitations, hence the “Screening Level” moniker in its name. For the most part, the SLRA does not incorporate detailed engineering analyses to derive the various factors that determine the TRF scores. Third, TRF scores are not an absolute indicator and should only be compared to another dam’s TRF score. The general concept of “Screening Level Risk Analysis” has been adopted by many other state and federal agencies, but the specific methodology is typically different in every implementation, and thus SCDSP’s TRF score is not comparable to any other state or agency’s TRF. The proper use of TRF is to generate a ranking of HHPDs and to prioritize mitigation actions for dams with a higher TRF rank. Fourth, TRF is separated into a TRF-Flooding and a TRF-Seismic, because the SCDSP realized that combining the flood hazard and seismic hazard into a single TRF score causes the flooding component to overwhelm the seismic component such that all the highest-ranking dams are being driven by their flood risk. Mitigation planners need to be aware of how different hazards drive risk differently for the portfolio of HHPDs in their planning jurisdictions, hence the separation of Flooding and Seismic TRF scores and rankings.

The Dams and Reservoirs Safety Act requires all of the HHPDs in the state to have an Emergency Action Plan (EAP). Of the HHPDs in Anderson and Oconee Counties, 36 out of the 55 HHPDs have an EAP of some type. Of the extra-jurisdictional HHPDs (i.e., in Greenville and Pickens Counties), 9 of the 11 have an EAP of some type. EAPs can vary a great deal in format and content and still meet minimum regulatory requirements. In an effort to improve the quality and effectiveness of the state’s standard EAP template, SCDSP updated its EAP template in 2017 to more closely align with FEMA’s guidance on EAP content (*Federal Guidelines for Dam Safety - Emergency Action Planning for Dams*, FEMA 64, July 2013). As of May 5, 2023, 21 HHPDs of the 66 have EAPs that meet or exceed the standard set by SCDSP’s 2017 template. While SCDSP has authority to impose fines on dam owners for non-compliance with the statutory EAP requirement, SCDSP instead has a compliance assistance policy whereby SCDSP staff will assist dam owners in completing an EAP by performing dam breach modeling using the Decision Support System for Water Infrastructure Security (DSS-WISE™) Lite dam breach modeling software and creating dam breach inundation maps and a list of potentially inundated properties to overcome what is likely the largest technical hurdle in creating a modern EAP. SCDSP staff will also pre-populate the majority of the EAP template for a dam owner and requiring the dam owner to obtain only emergency contact information (i.e., telephone numbers) for the potentially inundated properties and then performing a final review of the draft EAP before signing their acceptance of the information and responsibility for implementing the emergency actions required therein. All HHPDs are required to have an EAP and that focus is cultivated in the mitigation actions for the planning jurisdiction.

A.4.1 Lists of Anderson/Oconee HHPDs

TABLE V: LIST OF ANDERSON COUNTY HHPDs

Dam Name	State ID	National Inventory ID	Lat.	Long.	Construction Type	Year of Construction	Primary Use	Ownership Type
BIG CREEK WCD DAM-RENTZ/WILLIAMS 2	D0005	SC00547	34.6253	-82.4999	Earth	1967	Flood Control	Public
BIG CREEK WCD DAM-SHOREBROOK 1	D0006	SC00546	34.6285	-82.4865	Earth	1967	Flood Control	Public
GLENN POND DAM 2	D3108	SC01817	34.4779	-82.7407	Earth	1966	Recreation	Private
GLENN POND DAM 1	D3109	SC01816	34.479	-82.7389	Earth	1961	Recreation	Private
THREE AND TWENTY CREEK WCD DAM-GRIFFIS 9B	D3112	SC00553	34.679	-82.7267	Earth	1968	Flood Control	Public
MCGEE POND DAM	D3119	SC00555	34.3506	-82.6968	Earth	1957	Agriculture	Private
LAKE HUNTINGTON DAM	D3123	SC00557	34.5348	-82.6444	Earth	1970	Recreation/ Stormwater Mgt	Private
THREE AND TWENTY CREEK WCD DAM-JAMESON 5B	D3124	SC00552	34.709	-82.6404	Earth	1967	Flood Control	Public
THREE AND TWENTY CREEK WCD DAM-TRIPP 14	D3126	SC00564	34.7437	-82.5773	Earth	1973	Flood Control	Public
ANDERSON POND DAM	D3128	SC00540	34.6228	-82.5847	Earth	1952	Recreation	Private
BRUSHY CREEK WCD DAM-HOPKINS 11A	D3130	SC00542	34.7782	-82.5586	Earth	1960	Flood Control	Public
BRUSHY CREEK WCD DAM-GANTT 17	D3131	SC00544	34.7674	-82.5376	Earth	1964	Flood Control	Public
THREE AND TWENTY CREEK WCD DAM-ROBINSON 15	D3132	SC00554	34.7339	-82.5737	Earth	1968	Flood Control	Public
BRUSHY CREEK WCD DAM-KRAEMER 16	D3137	SC00543	34.7851	-82.5222	Earth	1964	Flood Control	Public
BRUSHY CREEK WCD DAM-TRIPP 18	D3139	SC00545	34.7374	-82.5213	Earth	1961	Flood Control	Public
LOLLIS POND DAM	D3140	SC01828	34.572	-82.5133	Earth	1963	Recreation	Private
BROADMOUTH CREEK WCD DAM-247-W 9	D3142	SC00551	34.5361	-82.4674	Earth	1966	Flood Control	Public
BROADMOUTH CREEK WCD DAM-PHILLIPS 8	D3143	SC00550	34.5405	-82.4609	Earth	1965	Flood Control	Public
G STEVENS POND DAM	D3147	SC01708	34.4995	-82.4545	Earth	1967	Recreation	Private
FRIDDLE POND B DAM	D3151	SC01706	34.4579	-82.417	Earth	1973	Recreation	Private
FRIDDLE POND A DAM	D3152	SC01705	34.4575	-82.4156	Earth	1979	Recreation	Private
SEATON ACRES POND DAM	D3153	SC00560	34.4549	-82.4298	Earth	1970	Recreation	Private
RANKEN POND DAM	D3265	SC01815	34.5394	-82.664	Earth	1949	Recreation	Private
WS LEE STEAM PLANT PRIMARY ASH BASIN DAM	D4887	SC12284	34.6041	-82.4415	Earth	1974	Industrial	Private
FIRST QUALITY TISSUE ASB DAM	SCD5037	SCD5037	34.4469	-82.6886	Earth	2019	Industrial	Private

Source: South Carolina Department of Health and Environmental Control, 2023

TABLE VI: LIST OF OCONEE COUNTY HHPDs

Dam Name	State ID	National Inventory ID	Lat.	Long.	Construction Type	Year of Construction	Primary Use	Ownership Type
LAKE CHEOHEE DAM	D1632	SC00511	34.9289	-83.0682	Earth	1950	Recreation	Private
TOWNES CREEK DAM	D1634	SC00512	34.9036	-83.0587	Earth	1961	Recreation	Private
LEONIDAS DAM	D1635	SC00532	34.9144	-83.0153	Earth	1960	Recreation	Private

ANNEX D: HIGH HAZARD POTENTIAL DAMS

WHITEWATER LAKE DAM	D1636	SC00513	34.9078	-83.0045	Earth	1961	Recreation	Private
CHATTOOGA LAKE DAM	D1637	SC00519	34.8939	-83.1556	Earth	1954	Recreation	Private
MOUNTAIN REST LAKE DAM	D1638	SC00518	34.8782	-83.1633	Earth	1960	Recreation	Private
LAKE LEROY DAM	D1639	SC00510	34.8702	-83.1501	Earth	1960	Recreation	Private
GORDONS LAKE DAM	D1640	SC01190	34.8791	-83.1314	Earth	1961	Recreation	Private
MTN LAKE DAM (LAKE BECKY)	D1641	SC00515	34.8458	-83.1176	Earth	1958	Recreation	Private
OCONEE STATE PARK DAM 1	D1642	SC00517	34.8647	-83.1022	Earth	1935	Recreation	Public
OCONEE STATE PARK DAM 2	D1643	SC00538	34.8605	-83.1094	Earth	1970	Recreation	Public
CRYSTAL LAKE DAM	D1645	SC00516	34.8271	-83.1435	Earth	1948	Recreation	Private
BOOKER'S LAKE DAM	D1646	SC00536	34.8249	-83.066	Earth	1948	Recreation	Private
LAKE JEMIKE DAM 1	D1648	SC00525	34.7833	-83.1342	Earth	1944	Recreation	Private
LAKE JEMIKE DAM 2	D1649	SC01199	34.7816	-83.1338	Earth	1959	Recreation	Private
HORSESHOE LAKE DAM	D1650	SC00534	34.7748	-83.2674	Earth	1960	Recreation/ Agriculture	Private
BROWNS LAKE DAM	D1651	SC00520	34.7716	-83.0491	Earth	1950	Recreation	Private
CONEROSS CREEK WCD DAM 1A	D1652	SC00522	34.7232	-83.1046	Earth	1962	Flood Control	Public
CONEROSS CREEK WCD DAM 8	D1653	SC00521	34.7254	-83.082	Earth	1962	Flood Control	Public
CONEROSS CREEK WCD DAM 9A	D1655	SC00523	34.6927	-83.0934	Earth	1963	Flood Control	Public
CONEROSS CREEK WCD DAM 21	D1656	SC00524	34.701	-83.0169	Earth	1963	Flood Control	Public
BEAVERDAM CREEK WCD DAM 5	D1665	SC00526	34.5685	-82.9238	Earth	1971	Flood Control	Public
BEAVERDAM CREEK WCD DAM 2	D1666	SC01200	34.5711	-82.9684	Earth	1974	Flood Control	Public
BEAVERDAM CREEK WCD DAM 4	D1667	SC00527	34.5534	-82.9744	Earth	1973	Flood Control	Public
BEAVERDAM CREEK WCD DAM 3A	D4026	SC02423	34.5288	-82.9978	Earth	1981	Flood Control	Public
DICKERSON FISHING LAKE	D4104	SC02538	34.6477	-83.039	Earth	1970	Recreation	Private
FIDDLERS COVE DAM	D4186	SC02426	34.8867	-83.0442	Earth	1988	Recreation	Private
BOB EDWARDS DAM	D4398	SC02651	34.8182	-83.0787	Earth	1992	Recreation	Private
EAST VILLAGE CR FARM POND	D4582	SC03518	34.8603	-83.1348	Earth	2007	Recreation	Private
JOCASSEE RIDGE REFLECTIONS DAM	D4587	SC02835	34.9234	-82.9629	Earth	2008	Recreation	Private

Source: South Carolina Department of Health and Environmental Control, 2023

TABLE VII: LIST OF EXTRA-JURISDICTIONAL HHPDs¹

Dam Name	State ID	National Inventory ID	County	Lat.	Long.	Construction Type	Year of Construction	Primary Use	Ownership Type
SALUDA LAKE DAM	D4469	SC00024	Greenville	34.8524	-82.4843	Concrete	1905	Hydroelectric	Private
HOLLIDAYS BRIDGE DAM	D4470	SC00559	Greenville	34.5298	-82.3768	Concrete	1906	Hydroelectric	Private
B F FINLEY DAM 1	D1931	SC00693	Pickens	34.8789	-82.5563	Earth	1961	Recreation	Private
B F FINLEY DAM 2	D1932	SC00694	Pickens	34.875	-82.5513	Earth	1954	Recreation	Private
B FRANK FINLEY DAM	D1930	SC00695	Pickens	34.8824	-82.5616	Earth	1970	Recreation	Private
LAKE DIANA DAM	D1969	SC00710	Pickens	34.921	-82.8674	Earth	1944	Recreation	Private

ANNEX D: HIGH HAZARD POTENTIAL DAMS

MERRITTS POND	D1942	SC00712	Pickens	34.7749	-82.5872	Earth	1972	Recreation	Private
MALLARD COVE (FOREST DR)	D1935	SC01296	Pickens	34.8199	-82.572	Earth	1957	Recreation	Private
LOYDS POND DAM	D1934	SC01396	Pickens	34.8347	-82.5619	Earth	1972	Recreation	Private
STANLEY MCJUNKIN DAM	D4396	SC02648	Pickens	34.8902	-82.508	Earth	1992	Recreation	Private

Source: South Carolina Department of Health and Environmental Control, 2023

Note: 1. Extra-Jurisdictional HHPDs represent dams that are not physically located in the planning jurisdiction but whose failure could have impacts that would be felt within the jurisdiction.

A.5 Historical Occurrences

South Carolina's geographic location and climate result in regular impacts by weather events that result in extreme amounts of precipitation over short periods of time. Historic rainfall in South Carolina in October 2015 associated with Hurricane Joaquin resulted in 50 state-regulated dam failures and one federally-regulated dam failure statewide. Many dams in the state exist on smaller streams that have no floodplain classification (e.g., Zone A (100-year return period) or Zone X (500-year return period)) or subject to floodplain regulation (e.g., Zone AE), leaving downstream residents unaware of potential risks.

As Anderson and Oconee are counties located in the upstate of SC, they have suffered less effects from the tropical systems that have affected other areas of the state in the midlands and coast; however, there are occasional, high rainfall events in the region that are capable of causing significant hydrologic consequences for dams in the area.

Data from the National Centers for Environmental Information (NCEI) Storm Events Database (formerly the National Climatic Data Center (NCDC)) was reviewed to ascertain information on historical dam breach events located in the upstate of SC such as Anderson and Oconee are counties. NCEI does not track dam or levee breach events as individual event types, but information on past events can be found in the episode narratives for flood and flash flood events.

Since limited information was available on past events for Anderson and Oconee are counties located in the upstate of SC through NCEI, the South Carolina State Hazard Mitigation Plan was also reviewed to supplement additional information on historical dam breach events. The events described below occurred across the state of South Carolina:

August 24–31, 1995 (Flooding and Flash Flooding): Remnants of Tropical Storm Jerry dumped an initial three to five inches of rain. As additional bands moved across the state, flash flooding developed in various areas and roads became flooded and impassable. At least six bridges were destroyed in Laurens County, several small dams broken, and three fatalities. The current total cost estimates for the damages caused by this extended flood event equal \$18,717,472.

October 01–05, 2015: A stalled cold front pulled moisture from nearby Hurricane Joaquin. Record breaking rainfall caused extreme flooding across large areas of the state. Accumulations reached as high as 26.88 inches. Flash flood emergencies were issued for several counties. 51 dams across the state were breached or collapsed. Several rivers reached major flood stage. 19 fatalities were confirmed as a result of the flooding. Property damage was estimated to be at least \$75,000,000. Emergency orders were issued for 75 dams, and 192 additional dams were identified as needing inspection and potential repairs.

October 08, 2016: Hurricane Matthew moved up the southeast coast and slowly weakened to a category 1 storm as it moved up along the South Carolina coast and then eastward near the North Carolina coast. The hurricane brought 6 to 12 inches of rain and up to 15 inches to some areas of northeast South Carolina, with the bulk of the rainfall occurring within a 12-hour period. This rain fell on wet to in some cases saturated soil due to much above normal rainfall in September. The result was historic flooding, widespread flash flooding, and an extended period of river flooding. Approximately 25 dams breached, and 12 emergency order dams had severe storm damage. Matthew's flooding rains, surge and wind brought loss of life, displaced tens of thousands of people, and caused hundreds of millions of dollars in structural damage as homes and businesses were devastated or totally destroyed. Major infrastructure will have to be repaired or rebuilt.

A.5.1 Probability of Future Occurrence

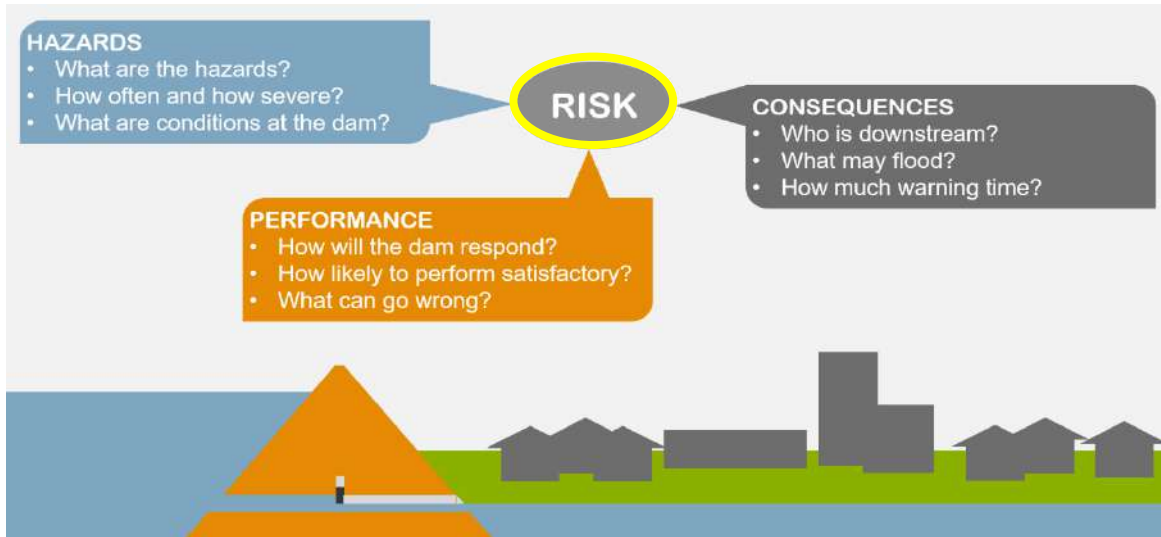
Any dam, no matter how well built, has the potential to fail and suddenly release its impounded water, flooding the land downstream. This is why the SC Dams and Reservoirs Safety Act makes no provision for the age, type of construction, or condition of a dam in assigning Hazard Potential Classifications. The threat from dam failure increases for aging dams. As previously discussed, older dams were not built to current engineering standards, and the effect of decades of variable hydrostatic loadings (i.e., water pressure) will weaken an earthen dam in ways that are not always evident from visual inspections. What's more, many dams exist on smaller streams that are not mapped as floodplains or subject to floodplain regulation, leaving downstream residents unaware of potential risks.

A.6 Dams and Risk

When talking about dams, overall risk can be thought of as a component of three main components:

1) **Hazard**, 2) **Resistance** (ability to withstand the hazard, also called "Performance"), and 3) **Consequences**. Any one factor can completely control risk (e.g., if there are no consequences from dam failure, there is no risk), but this is usually unrealistic if not impossible to achieve, and so risk has to be reduced by a combination of efforts that target all three components of risk. Obviously, some hazards are outside of human control (e.g., extreme rainfall, earthquakes), and so our efforts are generally targeted at *increasing* the dam's resistance to hazards or *reducing* the consequences from dam failure. **FIGURE 3** below depicts the three-component nature of risk as it pertains to dams.

FIGURE 3: THE THREE COMPONENTS OF DAM RISK

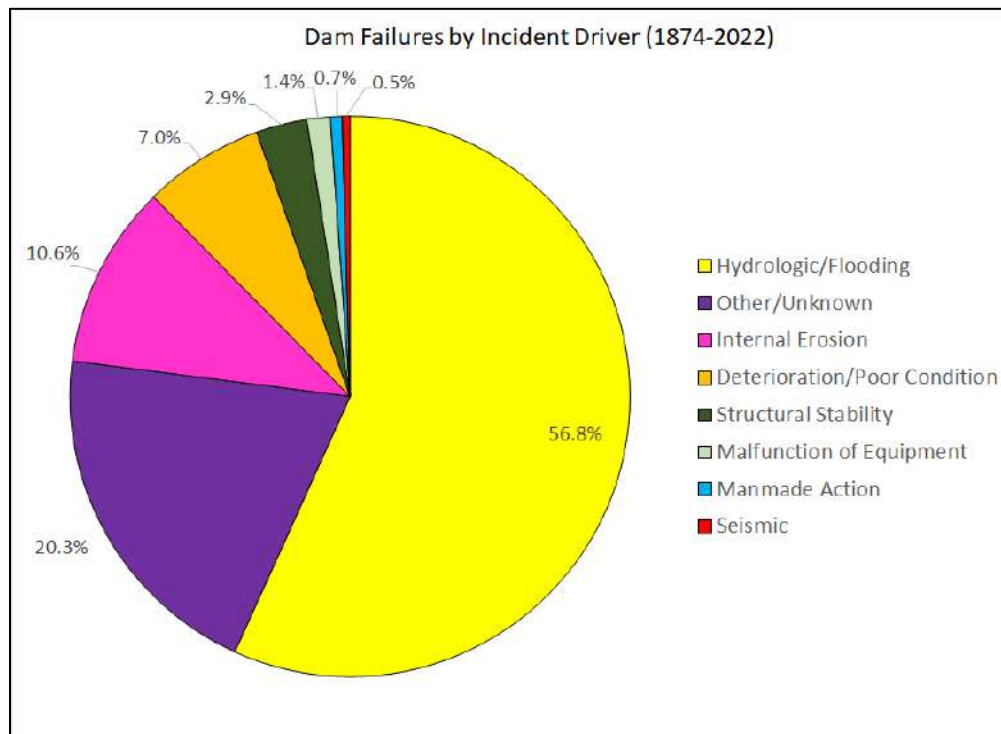


Source: US Army Corps of Engineers, <https://www.nwp.usace.army.mil/Missions/Flood-Risk-Management/Dam-Safety/Managing-Risk/>

A.6.1 Hazards that Can Impact Dams

The Association of State Dam Safety Officials (ASDSO) provides a database of recorded dam failures in the United States since 1874 and the attributed driving force behind these failures. From this database, last updated in February 2023, there are 9 categories of “Incident Drivers” that led to a recorded dam failure in the United States. **FIGURE 4**, below, provides a breakdown of the 444 dam failures.

FIGURE 4: HISTORICAL DAM FAILURES BY INCIDENT DRIVER



Source: Association of State Dam Safety Officials, 2023 (<https://damsafety.org/incidents>)

ANNEX D: HIGH HAZARD POTENTIAL DAMS

The hazards that could act directly on a dam and stress the dam to the point of partial or complete failure include:

- Hydrologic/Flooding Hazard

The field of hydrology is, in essence, the interaction of rainfall with terrain. The construction of dams alters the response of the land to rainfall. For a dam constructed on a natural watercourse (i.e., not a lagoon or basin with pumped or regulated inflow), rainfall and runoff in the dam's watershed causes inflow into the impounded reservoir, which increases the forces acting on the dam. The hydrology-driven failure mode is well understood as the most common dam failure mode category for dams by a large majority (see **FIGURE 4**). If the dam's spillway system cannot safely pass the inflow flood waters, the reservoir water level will rise and can overtop the dam. Overtopping of an earthen embankment dam that has no overtopping protection may lead to erosion of the downstream side of the embankment, which is made up of soil placed and (hopefully!) compacted by the dam builder and is much more susceptible to erosion than natural ground. Dams with overtopping protection may be able to resist the flow of water over the crest and down the downstream slope, but different types of overtopping protection will have different degrees of resistance. Grass is one type of overtopping protection, and can perform well at resisting erosion of the downstream side of the embankment when the overtopping depth is low, velocities are slow, and the duration of overtopping is short. Other types of overtopping protection can resist greater depths, velocities, and durations of overtopping, to the extent that a concrete structure can be designed to withstand virtually any degree of overtopping. Once erosion begins on the downstream side of the dam, a process called head cutting will gradually remove soil from the dam and will erode in the upstream direction. The rate of erosion will vary based on multiple factors, and will be greater in non-cohesive (sandy) soils than cohesive (silty and clayey) soils. Once erosion reaches the crest of the dam and begins to approach the impounded reservoir, there is relatively little soil left to be removed before an uncontrolled release of the reservoir occurs. By this point, a reservoir breach is imminent and little time remains before the crest is entirely eroded through and the reservoir begins flowing through the breach and rapidly expanding it in size.

- Manmade Action

Virtually no dam failure incident is completely free from human error or negligence in some form. Since dams are designed, built, maintained, and operated by humans, when a dam failure occurs, it's not terribly difficult to find a human factor in the mix of contributing factors.

- Negligence

The South Carolina Dams and Reservoirs Safety Act (SC Code § 49-11-110, *et seq.*) states that "The owner of a dam or reservoir constructed in this State solely is responsible for maintaining the dam or reservoir in a safe condition throughout the life of the structure." Unfortunately, it is the failure of some dam owners to take this responsibility seriously, and this failure is most egregious in the case of High Hazard Potential Dams, where failure or misoperation of the dam is likely to cause loss of life or seriously damaging consequences that may threaten human life indirectly. A dam owner who takes this responsibility seriously will keep well-informed on the condition of their dam by: making frequent visits to the dam to perform self-inspections, regularly testing equipment to

ensure operability and reliability, staying on top of all required maintenance tasks, and having a current Emergency Action Plan, to name but a few. A dam owner who relies solely on SCDHEC's bi-annual inspections for awareness of the condition of their dam is not a responsible dam owner.

Some of the most common forms of dam owner or operator negligence include:

- Failure to keep spillways free from accumulated trash and debris
 - Failure to keep woody vegetation and trees off the dam
 - Failure to maintain erosion protection on the dam
 - Failure to regularly test and maintain water control devices on the dam (e.g., low-level drain valves, spillway gates,
 - Failure to control burrowing animals and beavers
 - Failure to work with a licensed Professional Engineer; performing unpermitted modifications and repairs
 - Failure to maintain waterproofing in concrete joints
 - Failure to inspect embankment drain pipes and clean out as needed
 - Failure to maintain a current Emergency Action Plan
- Misoperation

All dams require at least some human intervention to operate properly. Ideally, a dam will have been designed and built with a means to control the water level in the reservoir. Typical means for water level control include low-level lake drains, siphons, lift gates, and removable stop logs. An owner or operator of a dam with such water-level control features must be able to rely on said features at all times. Furthermore, owners and operators must be responsible (and not negligent, as previously discussed) such that water level control features are operated at the appropriate times, to include in advance of large rainfall events, during times of dangerously high-water levels, and when performing sensitive maintenance or repairs on the dam. Failure to operate these features in a responsible manner and at the appropriate times can put not just the entire dam at risk of failure, but can also cause non-breach flooding of upstream and downstream areas.

Larger dams generally serve an industrial or economic purpose and thus generally require more operational management and control than smaller dams, which are mostly for recreation. Dams that provide a raw water source for drinking water or that contain hydroelectric generation stations generally operate with a small amount of freeboard (i.e., the separation distance between the reservoir's normal water level - "normal pool" - and the elevation of the emergency or auxiliary spillway) to maximize the efficiency and reliability of their operations. The less freeboard a dam maintains the higher the requirements on operational control and water level management. With this high demand for operational control comes an increased risk of misoperation, as the monitoring of weather and inflow river gages becomes more critical so that reservoir releases are timed correctly and release volumes are only as much as are needed and no more, as loss of raw water storage or loss of head for hydroelectricity generation equates to lost revenue. An exception to this among the larger state-regulated dams are the flood control dams built by the USDA-Natural Resources Conservation Service (NRCS) and operated and maintained by Watershed Conservation Districts (WCD). The WCD dams are typically operated with a large amount of freeboard such that they require less operational management than other types of large dams.

For a dam that does not impound a river or stream and does not receive inflows that result from rainfall and runoff, overtopping is also a possibility, but is not associated with a hydrological event. These types of impoundments are most commonly used by industries and utilities that need storage of process fluids or waste waters and have a regulated inflow/outflow (e.g., filled and emptied via sluice gates or via pumping). This type of impoundment could be overtopped from rainfall that falls entirely within the perimeter of the dam, but such an occurrence would almost certainly involve a contributing human error/misoperation component. Dams that are operated with little or no freeboard (i.e., available storage) and do not have free outflow are at greater risk of being overtopped from a rainfall event. This regulated inflow and outflow creates the possibility for overtopping via human or equipment misoperation.

One famous example of overfilling that resulted in total failure of a dam happened in Missouri in 2005. The Taum Sauk Dam was a pumped storage reservoir that failed and caused over \$1 billion in damages and 4 injuries (but no loss of life) as a result of a faulty Supervisory Control and Data Acquisition (SCADA) system. The SCADA system didn't correctly register the high-water level and operators continued filling the basin until the dam was overtopped and the embankment eroded to the point of a complete breach.

- Vandalism/Terrorism

The hazard posed by malicious actors' intent on causing destruction and harm is, and will always be, a real and possible threat. Vandalism covers a range of actions, from simple and (generally) harmless graffiti, to theft, to unauthorized operation of equipment and controls, up to and including the intentional destruction of property. Vandalism is separated from terrorism in that the actors committing vandalism are generally not doing so with the intent of causing destruction and harm to the larger public, and are likely unaware of the potential repercussions of their actions. However, the end result can be the same as an act of terrorism: an uncontrolled release of the impounded fluid from a dam.

Terrorism, by contrast, is usually an action that is conducted with the intention of causing destruction and harm to as many people as possible in a pre-meditated fashion. Terrorism is likely preceded by the actors researching and investigating the dam, its vulnerabilities/deficiencies, its security and defensive design features, and the consequences of dam failure. Terrorism is likely the most difficult hazard to protect against, as the sophistication and dedication of the malicious actors can never be foreknown. Additionally, terrorism can be expected to result in the worst-case scenario for consequences from uncontrolled release and/or dam failure, as the actors can choose the time of the destructive act so to maximize the damage to areas downstream.

From the historical database of dam failure incidents maintained by ASDSO (**FIGURE 4**), of the three dam failures attributed to "Manmade Action," none make any indication that an act of vandalism or terrorism was associated with the dam failures; however, there is a large category of "Unknown" dam failures (nearly 20%) where little information is known as to the cause of the incident. It is likely the hazard posed by vandalism and terrorism is under-reported, as all trace of any malicious actions are likely lost following an incident, and very few dams, even HHPDs, maintain a human presence and/or security system to monitor for and record unauthorized personnel and trespass.

- Earthquakes

An earthquake is a seismic event that causes movement of the ground surface in different directions and results in a cyclic loading on a dam. The motion imparted by a seismic event can cause deformation in an earthen embankment, cracking in a concrete structure, and deformation in the foundation materials beneath a dam. Deformation of earthen embankments may take many forms, but is commonly seen as longitudinal (parallel to dam) or transverse (through dam) cracking, settlement (differential or global), and sliding/sloughing of slopes. Slope failures can reduce the width of the embankment and cause uncontrolled release of the impounded water. Cracking in the embankment can create pathways for flow through the embankment which, through internal erosion processes, can grow to cause uncontrolled release of the reservoir. The motion associated with an earthquake can also cause damage to concrete or metal spillways and other appurtenant structures, as well as to any electrical and mechanical equipment, instrumentation, security features, etc., present on the dam.

Another earthquake-induced mechanism that can result in loss of integrity in the embankment and foundation soils is liquefaction, where the ground acceleration and cyclical shaking caused by an earthquake causes the pore water pressure in saturated soils to increase such that the soil mass itself loses all structural integrity. If liquefaction occurs in the foundation soil, the dam may settle, which reduces dam height and, correspondingly freeboard, which makes overtopping more likely. Foundation settlement is also likely to cause cracking of the embankment or concrete, depending on type of construction. Depending on the saturated zone with the embankment (the larger the zone of saturation, the more likely liquefaction is to cause dam failure), liquefaction can also cause a deformation in the embankment itself. Dams built on foundations composed of alluvial deposits (i.e., soil particles carried by water and deposited in ancient floodplains) are more prone to liquefaction, and the deeper the alluvial layer the more settlement would be expected to occur. Embankment dams with no internal drainage features (i.e., design features incorporated into the dam during construction to reduce the extent of the saturated zone) are also more prone to liquefaction.

- Internal erosion

Internal erosion occurs within a dam when water can move at relatively great speeds through a dam unimpeded. Internal erosion is exacerbated by an elevated water surface in the reservoir, as the driving mechanism is the water pressure, or “head”, that causes water to seek a lower elevation outlet. The mechanism behind internal erosion begins at the downstream portion of the dam, where soil particles are able to dislodge and exit the dam easiest, and then progresses upstream as increasing numbers of soil particles are removed by water flowing through the dam. If this process continues long enough, such that soil loss has progressed backward toward the reservoir, then the internal erosion pathways act as hydraulic conduits, similar to actual pipes. This process is known as “piping” within the dam. Should these “pipes” grow large enough, the “pipe” ceiling will ultimately collapse, causing a sinkhole or sliding failure on the downstream slope of the dam. The flowing water will remove the remains of the collapsed pipe and the process will begin again, growing closer to the reservoir. Certain soils are more capable of maintaining a “pipe” roof, and dams constructed with these soils are more prone to piping. Once the piping makes a direct hydraulic connection with the reservoir the failure mode will advance quickly and a dam breach will occur.

A similar mechanism as described above can occur not within the embankment dam itself but under it, through the dam’s foundation soils. When this occurs, it is referred to not as “piping”

but as a “boil,” as the exiting water and soil appears (generally) downstream of the toe of the dam and bubbles up from the ground, as if the emerging soil-water mixture is boiling. It is the same mechanism at work, but is usually a result of poor (or no) treatment or excavation of highly permeable in situ soils (or highly fractured rock) prior to or during the construction of the dam.

- Landslides

The threat of landslides poses a risk to dams where one finds specific site topography such as cliffs or hillsides/mountainsides in close proximity to, and at an elevation above, the reservoir. In the event of an unstable land mass and a triggering event (e.g., earthquake or extreme rainfall) that initiates collapse of the cliff or hillside/mountain side, the hazard to a dam is that the water displaced by the collapsing land mass will raise the water level in the reservoir and create waves, such that dam failure by overtopping and erosion of the crest and downstream slope is possible. Concrete dams or earthen dams with robust overtopping protection would be much less vulnerable to this hazard. Oconee County, as one of the most mountainous counties in South Carolina, does possess the topography that makes landslides a real possibility. Anderson County is much less mountainous and thus is not of concern for this analysis. While the threat exists, the data represented by **FIGURE 4** above indicates not a single recorded dam failure was caused by landslide within the reservoir. Therefore, for purposes of this plan and threat analysis, landslides will be considered a remote threat to Anderson/Oconee HHPDs until more detailed analysis can be performed.

- Drought

A prolonged period of dry weather, whether an officially designated “drought” or not, generally reduces the risks posed by HHPDs, as reservoir water levels drop and the hydraulic loading on the dams is reduced. This makes the likelihood of dam overtopping and internal erosion failure events less likely while the drought persists. However, droughts can pose a unique hazard for HHPDs as well, especially if the drought is followed by extreme precipitation. A prolonged period without rainfall in a dam’s watershed will reduce inflows and cause the water level in the reservoir to drop. If all inflow ceases, the reservoir level will drop below normal pool, or could even dry up completely. If this happens at an earthen embankment dam, any clay soils in the dam may begin to desiccate (dry out), which results in shrinking and desiccation cracking in clays. Slow refilling of the reservoir would allow the clays to saturate and swell, essentially self-repairing these cracks, but a fast refilling may cause seepage through the cracks in the clay and lead to internal erosion. This process is known as “piping” within the dam, where internal erosion pathways act as hydraulic conduits, similar to actual pipes. Should these “pipes” grow large enough, the “pipe” ceiling will collapse, a sinkhole will appear on the dam’s surface, and a dam failure mechanism will have initiated.

Another concern for drought is with the erosion protection that grass and other vegetation provide erosion protection for an earthen dam. Prolonged drought may kill this vegetation, which would reduce a dam’s resistance to erosion from overtopping. Therefore, while during a drought risk is generally reduced, when the drought ends, risk may be increased compared to what it was prior to the drought occurring.

- Wildfire

While not a common occurrence, and generally limited in extent when they do occur, wildfires can pose a hazard to dams in South Carolina. As mentioned above in the discussion on drought,

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if the vegetation on an earthen dam is killed, that dam loses its resistance to erosion. Wildfire is more common during periods of dry weather, and so this is a case of cascading hazards, where drought + wildfire followed by extreme precipitation could combine to cause overtopping of dam and increased susceptibility to erosion of the earthen embankment.

Another risk wildfire pose is to any components of a dam that are made of plastic. Plastics are in common use on dams, whether in the form of pipe for spillways and siphons, or in the form of Turf Reinforcement Matting (TRM) for adding additional erosion protection for vegetated slopes. Frequently, old metal corrugated pipe that has reached the end of its useful life is rehabilitated with a plastic liner pipe. A wildfire on a dam could ignite plastic pipe, causing it to severely jeopardize a dam's spillway. If plastic pipe was to ignite, it would be difficult to extinguish, and the melting of plastic caused by the intense heat would cause the pipe to plug itself and thus means for safely passing flood flows would be jeopardized. It is also possible the pipe could burn completely through the dam, causing a structural weakness and pathway for seepage, piping, and embankment collapse. Should TRM ignite, this would be much more of an intense fire than a grass fire alone and would certainly remove any erosion protection the dam may have had.

Lastly, depending on the severity of the wildfire, power lines or communication lines could be damaged, resulting in potential loss of electricity, instrumentation, communications, security, and warning systems at a dam.

- **Cascading Impacts from Dam Hazards**

As already mentioned somewhat in the discussion on Drought and Wildfire, hazards that impact dams can have a synergistic effect when occurring simultaneously or in a succession. For example, drought can cause a domino effect of problems for dams if later followed by wildfire and/or extreme precipitation. Drought can dry out ("desiccate") clay soils in a dam, which causes shrinking and desiccation cracking in the part of the dam that is supposed to be a low-permeability zone that is resistant to seepage. Seepage and piping (i.e., internal erosion mechanisms) will be more likely if a dam has experienced prolonged dryness such that clays have experienced desiccation cracking. Drought can also kill grasses that provide erosion protection in auxiliary spillways and on the surface of dams. Droughts make wildfire more intense and harder to control, and thus more likely to occur and to burn a larger area. Extreme precipitation following a drought and/or wildfire will have more erosive power as soils will be exposed.

An earthquake is also capable of causing cascading impacts that can have a synergistic effect and increase the impact from one of the hazards listed above occurring on its own. An earthquake could cause a landslide into the reservoir in addition to stressing the dam, such that the dam could experience the equivalent of a flood event while being subjected to deformation forces. An earthquake could also occur during passage of a flood event caused by extreme precipitation, but these two relatively rare events occurring together is generally considered too remote a risk to take into consideration.

The most common cascading impact from dam hazards would have to be manmade action (meaning misoperation or inaction) occurring simultaneously with or in succession to a natural hazard. Dams without robust and tested EAPs, dams with untrained or inexperienced operators, dams with unreliable control devices, etc., are all examples of how manmade action can exacerbate the risk from a natural hazard alone.

A.6.2 Consequences Evaluation

The evaluation and estimation of the consequences of a dam’s failure is a complex and multi-disciplinary endeavor. In this report, dam failure consequences have been estimated using a consistently-applied methodology adopted by the SCDSP. More detail on this methodology is available in Appendix A, but the critical information is that dam failure is modeled as a sunny-day dam failure with water level at the top of the dam and the dam breaches suddenly and completely.

The Decision Support System for Water Infrastructure Security (DSS-WISE™) Lite software system is used to perform the dam breach simulations as previously described. DSS-WISE™ Lite was chosen by the SCDSP as the best tool for this purpose, mostly out of necessity, but without sacrificing public safety. The “necessity” previously mentioned is a reference to the fact that comparable 2-dimensional hydrodynamic models (i.e., models necessary for simulating non-steady state conditions like a dam breach), such as FLO-2D®, HEC-RAS, and MIKE 21, require a great amount of training and technical expertise to set up and run and have confidence in the results. (Using a 2-dimensional model is preferable to using a 1-dimensional model for dam breach analysis because in a 2-d model the path of the water coming out of the breach does not need to be known. A 2-d model also provides flow data, such as depth and velocity, at every point in the simulation domain, whereas a 1-d model only provides information at user defined cross-sections along the floodplain. A 2-d model is also needed for areas where flow is encountering a built environment such as buildings, walls, and similar obstructions to flow, and flow paths may be repeatedly diverging and converging.) The use of DSS-WISE Lite software allowed the SCDSP to set up and perform detailed dam breach modeling in literally minutes per dam. The good fortune of having statewide Light Detection and Ranging (LiDAR) coverage freely available from the Department of Natural Resources meant that the most challenging inputs (bottom of dam elevation, top of dam elevation, normal pool elevation, maximum pool elevation, normal pool volume, maximum pool volume) for dam breach modeling could be obtained relatively easily, yet without sacrificing accuracy, via Geographic Information Systems (GIS) software and methods. The statewide LiDAR also provided a highly detailed terrain model for inclusion in the DSS-WISE Lite software program. The SCDSP’s use of DSS-WISE Lite (as described in Appendix A) allowed for virtually all 2,300± state-regulated dams to have breach simulations performed, with inundation maps and associated GIS files available to the public. The SCDSP makes the results of these DSS-WISE Lite simulations available via its GIS web application at <https://gis.dhec.sc.gov/scdams>.

The SCDSP relied on several sources of population and development data to estimate the Anderson/Oconee County population potentially at risk of inundation due to dam failure⁵. The DSS-WISE Lite Human Consequence Module (HCOM) utilizes LandScan population estimates to determine both daytime and nighttime Population-at-Risk (PAR) for the dam breach inundation area delineated by the DSS-WISE Lite hydraulic simulation module. These PAR estimates have been provided for each of the 55 HHPDs in Anderson and Oconee Counties and the 11 extra-jurisdictional dams located in Greenville and Pickens Counties that have dam breach inundation areas that impact the planning area. Additionally, the ESRI Living Atlas “USA Structures” data layer was compared with the DSS-WISE Lite dam breach inundation areas plus a 50-foot buffer to determine the number and type of structures at risk of inundation from dam failure. The 50-foot buffer was applied because the SCDSP’s methodology for dam breach modeling does not account for the most extreme flood scenario that is conceivably possible, which is a dam failure during the passage of the Probable Maximum Flood while water is at its highest point in the reservoir. Beyond structure identification, SCDSP also looked for important institutions – schools, hospitals, nursing facilities, childcare facilities, gas and electric distribution facilities, roads, and railroads - within the buffered dam breach inundation areas. Due to the integration of HCOM and DSS-WISE Lite, a 50-foot buffer could not be applied for calculation of PAR.

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In addition to the dam breach inundation areas downstream of the dams, the areas upstream of a dam that could experience flooding from a high reservoir level were looked at. These areas would not see the extreme flood velocities associated with a dam breach and so loss-of-life is not as much of a concern as is things like impacts to roadways and economic impacts from flood damage. For the upstream flooding analysis, the SCDSP looked at the areas that would be inundated by a dam at maximum pool, i.e., with water level at the dam crest. The maximum pool polygon was utilized without a buffer applied, as the maximum pool can be determined to a high level of accuracy. Similar to the downstream area, structures were analyzed by identifying features from the ESRI Living Atlas “USA Structures” layer located within the maximum pool polygons. Beyond structure identification, SCDSP also looked for important institutions – schools, hospitals, nursing facilities, childcare facilities, gas and electric distribution facilities, roads, and railroads – within the maximum pool polygons.

TABLE VIII: TOTAL RISK FACTORS FOR FLOODING (RANKINGS AND RAW SCORES)

Dam Name	State ID	TRF-Flooding Rank	Total Risk Factor - Flooding	Dam Name	State ID	TRF-Flooding Rank	Total Risk Factor - Flooding
BEAVERDAM CREEK WCD DAM 2	D1666	1	37.51	LEONIDAS DAM	D1635	34	9.04
GLENN POND DAM 2	D3108	2	36.29	CONEROSS CREEK WCD DAM 8	D1653	35	8.60
BOOKER'S LAKE DAM	D1646	3	35.39	BROADMOUTH CREEK WCD DAM-PHILLIPS 8	D3143	36	7.81
B F FINLEY DAM 2	D1932	4	33.89	BOB EDWARDS DAM	D4398	37	7.72
EAST VILLAGE CR FARM POND	D4582	5	32.76	BIG CREEK WCD DAM-RENTZ/WILLIAMS 2	D0005	38	7.57
GLENN POND DAM 1	D3109	6	30.44	WS LEE STEAM PLANT PRIMARY ASH BASIN DAM	D4887	39	7.15
CHATTOOGA LAKE DAM	D1637	7	24.09	THREE AND TWENTY CREEK WCD DAM-TRIPP 14	D3126	40	7.11
BIG CREEK WCD DAM-SHOREBROOK 1	D0006	8	23.25	FRIDDLE POND B DAM	D3151	41	7.05
B F FINLEY DAM 1	D1931	9	23.04	OCONEE STATE PARK DAM 1	D1642	42	7.03
B FRANK FINLEY DAM	D1930	10	22.86	BROADMOUTH CREEK WCD DAM-247-W 9	D3142	43	6.65
HOLLIDAYS BRIDGE DAM	D4470	11	20.16	BROWNS LAKE DAM	D1651	44	6.64
CRYSTAL LAKE DAM	D1645	12	19.87	THREE AND TWENTY CREEK WCD DAM-ROBINSON 15	D3132	45	6.55
BRUSHY CREEK WCD DAM-TRIPP 18	D3139	13	18.94	BEAVERDAM CREEK WCD DAM 4	D1667	46	6.35
SEATON ACRES POND DAM	D3153	14	17.56	LAKE LEROY DAM	D1639	47	6.23
LOYDS POND DAM	D1934	15	16.31	BEAVERDAM CREEK WCD DAM 5	D1665	48	6.14
TOWNES CREEK DAM	D1634	16	14.81	CONEROSS CREEK WCD DAM 9A	D1655	49	5.42
HORSESHOE LAKE DAM	D1650	17	14.77	WHITewater LAKE DAM	D1636	50	5.17
LAKE JEMIKE DAM 1	D1648	18	14.55	MTN LAKE DAM (LAKE BECKY)	D1641	51	5.09
RANKEN POND DAM	D3265	19	13.26	G STEVENS POND DAM	D3147	52	5.03
LAKE JEMIKE DAM 2	D1649	20	13.01	BRUSHY CREEK WCD DAM-GANTT 17	D3131	53	5.00
BRUSHY CREEK WCD DAM-HOPKINS 11A	D3130	21	12.26	STANLEY MCJUNKIN DAM	D4396	54	4.92

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MCGEE POND DAM	D3119	22	12.21	LAKE HUNTINGTON DAM	D3123	55	4.09
MALLARD COVE (FOREST DR)	D1935	23	11.56	GORDONS LAKE DAM	D1640	56	3.85
LAKE CHEOHEE DAM	D1632	24	10.19	LOLLIS POND DAM	D3140	57	3.19
THREE AND TWENTY CREEK WCD DAM-JAMESON 5B	D3124	25	10.17	BRUSHY CREEK WCD DAM-KRAEMER 16	D3137	58	2.88
CONEROSS CREEK WCD DAM 1A	D1652	26	10.12	FRIDDLE POND A DAM	D3152	59	2.86
MERRITS POND	D1942	27	10.08	ANDERSON POND DAM	D3128	60	2.34
SALUDA LAKE DAM	D4469	28	9.89	THREE AND TWENTY CREEK WCD DAM-GRIFFIS 9B	D3112	61	1.90
FIDDLERS COVE DAM	D4186	29	9.75	JOCASSEE RIDGE REFLECTIONS DAM	D4587	62	1.46
CONEROSS CREEK WCD DAM 21	D1656	30	9.24	DAM ON CHRISTINE DRIVE	D5010	---- ¹	---- ¹
MOUNTAIN REST LAKE DAM	D1638	31	9.18	FIRST QUALITY TISSUE ASB DAM	D5037	---- ¹	---- ¹
BEAVERDAM CREEK WCD DAM 3A	D4026	32	9.17	OCONEE STATE PARK DAM 2	D1643	---- ¹	---- ¹
DICKERSON FISHING LAKE	D4104	33	9.12323457 2	LAKE DIANA DAM	D1969	---- ¹	---- ¹

Source: South Carolina Department of Health and Environmental Control, 2023

Note: ¹Complete data for scoring was not available at time of the plan's publication.

TABLE IX: TOTAL RISK FACTORS FOR SEISMIC (RANKINGS AND RAW SCORES)

Dam Name	State ID	TRF-Seismic Rank	Total Risk Factor - Seismic	Dam Name	State ID	TRF-Seismic Rank	Total Risk Factor - Seismic
GLENN POND DAM 1	D3109	1	33.88	MALLARD COVE (FOREST DR)	D1935	34	6.03
GLENN POND DAM 2	D3108	2	32.26	TOWNES CREEK DAM	D1634	35	5.48
BOOKER'S LAKE DAM	D1646	3	25.76	MOUNTAIN REST LAKE DAM	D1638	36	5.42
BIG CREEK WCD DAM-SHOREBROOK 1	D0006	4	21.26	LOLLIS POND DAM	D3140	37	5.40
MCGEE POND DAM	D3119	5	18.55	G STEVENS POND DAM	D3147	38	5.25
B F FINLEY DAM 2	D1932	6	17.34	CONEROSS CREEK WCD DAM 1A	D1652	39	5.24
HOLLIDAYS BRIDGE DAM	D4470	7	16.50	BROADMOUTH CREEK WCD DAM-PHILLIPS 8	D3143	40	5.19
MERRITS POND	D1942	8	15.72	MTN LAKE DAM (LAKE BECKY)	D1641	41	5.01
LOYDS POND DAM	D1934	9	15.21	BRUSHY CREEK WCD DAM-GANTT 17	D3131	42	4.73
SEATON ACRES POND DAM	D3153	10	15.02	BRUSHY CREEK WCD DAM-KRAEMER 16	D3137	43	4.73
B FRANK FINLEY DAM	D1930	11	14.64	BEAVERDAM CREEK WCD DAM 5	D1665	44	4.46

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B F FINLEY DAM 1	D1931	12	14.40	BEAVERDAM CREEK WCD DAM 4	D1667	45	4.37
BEAVERDAM CREEK WCD DAM 2	D1666	13	12.27	CONEROSS CREEK WCD DAM 21	D1656	46	4.15
CHATTOOGA LAKE DAM	D1637	14	11.39	CONEROSS CREEK WCD DAM 8	D1653	47	4.04
RANKEN POND DAM	D3265	15	10.21	FRIDDLE POND A DAM	D3152	48	3.95
BEAVERDAM CREEK WCD DAM 3A	D4026	16	10.15	BROWNS LAKE DAM	D1651	49	3.95
EAST VILLAGE CR FARM POND	D4582	17	9.81	LAKE JEMIKE DAM 1	D1648	50	3.91
BIG CREEK WCD DAM- RENTZ/WILLIAMS 2	D0005	18	9.24	OCONEE STATE PARK DAM 1	D1642	51	3.86
THREE AND TWENTY CREEK WCD DAM- JAMESON 5B	D3124	19	9.13	LAKE CHEOHEE DAM	D1632	52	3.82
CRYSTAL LAKE DAM	D1645	20	8.95	LEONIDAS DAM	D1635	53	3.81
FRIDDLE POND B DAM	D3151	21	8.61	GORDONS LAKE DAM	D1640	54	3.75
BRUSHY CREEK WCD DAM-TRIPP 18	D3139	22	7.55	ANDERSON POND DAM	D3128	55	3.60
DICKERSON FISHING LAKE	D4104	23	7.50	STANLEY MCJUNKIN DAM	D4396	56	3.37
BRUSHY CREEK WCD DAM-HOPKINS 11A	D3130	24	7.38	CONEROSS CREEK WCD DAM 9A	D1655	57	3.00
SALUDA LAKE DAM	D4469	25	7.33	LAKE LEROY DAM	D1639	58	2.80
BOB EDWARDS DAM	D4398	26	6.79	LAKE HUNTINGTON DAM	D3123	59	2.72
FIDDLERS COVE DAM	D4186	27	6.73	WHITewater LAKE DAM	D1636	60	2.55
HORSESHOE LAKE DAM	D1650	28	6.62	THREE AND TWENTY CREEK WCD DAM- GRIFFIS 9B	D3112	61	1.57
WS LEE STEAM PLANT PRIMARY ASH BASIN DAM	D4887	29	6.57	JOCASSEE RIDGE REFLECTIONS DAM	D4587	62	10.99
THREE AND TWENTY CREEK WCD DAM- ROBINSON 15	D3132	30	6.20	DAM ON CHRISTINE DRIVE	D5010	---- ¹	---- ¹
THREE AND TWENTY CREEK WCD DAM- TRIPP 14	D3126	31	6.16	FIRST QUALITY TISSUE ASB DAM	D5037	---- ¹	---- ¹
BROADMOUTH CREEK WCD DAM- 247-W 9	D3142	32	6.10	OCONEE STATE PARK DAM 2	D1643	---- ¹	---- ¹
LAKE JEMIKE DAM 2	D1649	33	6.06	LAKE DIANA DAM	D1969	---- ¹	---- ¹

Source: South Carolina Department of Health and Environmental Control, 2023

Note: ¹Complete data for scoring was not available at time of the plan's publication.

TABLE X: DOWNSTREAM IMPACTS WITHIN SUNNY-DAY BREACH INUNDATION AREA + 50-FT BUFFER ZONE

Critical Facility Type	Within 50 ft Buffer Zone – Anderson	Within 50 ft Buffer Zone – Oconee
Population-at-Risk (Daytime) ¹	467	362
Population-at-Risk (Nighttime) ¹	560	719
All Structures	837	1094
Residential Structures	713	992
Non-Residential Structures	124	102
Schools	0	0
Hospitals	0	0
Child Care Centers	0	0
Senior Care Facilities	0	0
Electrical Distribution	6	0
Gas Distribution	0	0
Wastewater Treatment	1	0
Water Treatment	2	1
Overtopped Roads	409	774

Source: South Carolina Department of Health and Environmental Control, 2023

Note: ¹Population-at-Risk numbers were calculated using DSS-WISE Lite's Human Consequences (HCOM) module and thus correspond to the dam breach inundation area as determined by DSS-WISE Lite without a buffer applied.

A.7 Limitations, Deficiencies, and Plan to Overcome

There are multiple, significant limitations to the risk assessment and consequence estimates portrayed in this plan, which the reader must be aware of. The SCDSP and Anderson-Oconee Counties were unable to perform an analysis of social, environmental, and economic impacts from HHPDs as this is information that has never been compiled and tracked before the April 2022 Local Mitigation Planning Policy Guide made it a requirement and the aforementioned agencies do not have the staff expertise or funding to do so at this time. The SCDSP also does not have extensive information on non-breach risk for HHPDs and thus cannot provide an analysis of this risk category at this time. The SCDSP has a plan to utilize its FEMA National Dam Safety Program State Assistance grant in Federal Fiscal Year 2023 (and beyond if necessary) to acquire contractual support to fill data gaps and perform the associated all-dam risk analysis for each HHPD in the state. The information gained from this statewide effort will feed into every local plan as well as the State's HHPD Dams Annex that is to be updated in approximately the next 12 months.

There are also significant limitations to the data presented herein. First, in performing the Screening Level Risk Assessment, the SCDSP focused on the Hydrologic (Overtopping) and Seismic Hazards. Secondary hazards that could reduce a dam's resistance to these primary factors, such as drought, wildfire, human misoperation, and vandalism, were not analyzed. Incorporation of these factors would exceed the scope (and objective) of the Screening Level Risk Analysis which has been performed on the state's complete inventory of HHPDs and would be more appropriate for a Semi-Quantitative or Quantitative Risk Analysis performed on a single dam (i.e., a significantly more expensive and time-consuming undertaking). Third, as mentioned previously, the scenario used by the SCDSP for dam breach modeling was a sunny-day, maximum

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pool dam failure and the modeling was performed using the DSS-WISE™ Lite software. The use of this single scenario and modeling software offers both benefits and limitations, as can be found discussed in Appendix A. The limitations include: 1) DSS-WISE Lite, which was developed to be easy-to-use and return results quickly, places severe constraints on the model developer (e.g., terrain model cannot be edited, pressurized flow in pipes and culverts cannot be modeled, conveyances less than 10-feet in diameter cannot be “seen” by the model, etc.), and 2) no rainy-day scenarios were analyzed, and thus consequence estimates do not reflect dam breaches with downstream areas already in a state of flooding (it is for this reason that a 50-foot buffer was applied to the dam breach inundation areas).

No additional effort has been made in the determination of potential loss of life beyond the use of DSS-WISE Lite HCOM module for calculating Population at Risk (PAR) and counting of structures within 50-foot buffered breach inundation areas using GIS. The evaluation of potential loss of life is an advanced and highly subjective scientific, engineering, and sociological analysis that is beyond the scope of this analysis and is something that has never been undertaken by the SCDSPP because of a lack of resources and expertise.

There is currently no plan to address the limitations described above for the Screening Level Risk Assessment and use of DSS-WISE Lite; there may be no justification to do so anyway. The Screening level Risk Assessment and DSS-WISE Lite are not meant to be precise tools and should not be utilized for engineering or design purposes. They are, however, suitable for planning and emergency preparedness purposes. The point in discussing the limitations here is so that the reader is better informed about the information that is being used for planning decisions and understands that if more precise and accurate information is required for a given dam, then a Semi-Quantitative or Quantitative Risk Analysis and/or use of advanced hydraulic modeling software is needed.

The Anderson-Oconee joint mitigation planning area is not immune from the risks posed by state-regulated HHPDs. Federally-owned or -regulated HHPDs are also a risk to the planning area, but these are already discussed outside of this HHPD Annex, in the main Anderson-Oconee Joint Hazard Mitigation Plan. The detailed summary of the HHPDs and potential impacts from upstream flooding and downstream dam breach inundation is presented herein for planning purposes and to assist in identification of the dams of greatest risk, with the ultimate goal to aid in risk-informed decision making that will result in effective protective actions.

The limitations and deficiencies of this plan and its constituent data are mostly a product of the recent implementation of the *Local Mitigation Planning Policy Guide* (FP 206-21-0002, FEMA 2022) and the SCDSPP's lack of data and expertise to provide all FEMA requires in Pages 34-35 of the *Guide* within a short timeline following the previous Anderson-Oconee Joint Hazard Mitigation Plan's expiration in April 2023. Despite the short turnaround, the data and analysis presented herein is by far the most detailed analysis to date of the state-regulated HHPDs that are located in and/or could impact the planning area. Further analysis of this data will be ongoing as the SCDSPP plans on utilizing specialist contractual support to look at the impacts examined herein as well the social, environmental, and economic impacts of the HHPDs examined herein.

A.8 Mitigation Goals and Actions

The primary goal of all local governments is to promote the public health, safety, and welfare of its citizens. In keeping with this standard, Anderson/Oconee County and the participating municipalities have developed six goal statements for local hazard mitigation planning in the county that are specific to High Hazard Potential Dams. The Anderson/Oconee County High Hazard Potential Dam Mitigation Goals are presented in **TABLE XI**. SCDHEC was actively involved in the development of mitigation goals and actions fostering the overall strategy. Consistent implementation of actions over time will ensure that community goals are achieved.

TABLE XI: ANDERSON/OCONEE COUNTY HIGH HAZARD POTENTIAL DAM MITIGATION GOALS

	Goal
Goal #1	Local government and the community shall have the capability to initiate and sustain emergency response operations during a dam failure event to include shelter designations and services.
Goal #2	Provide for continuity of local government operations during a dam failure event to include plan development, resource identification, redundant equipment, facilities, and/or supplies to facilitate reestablishing local government operations after a disaster.
Goal #3	The health, safety, and welfare of the community’s residents and visitors shall be provided for during a dam failure event by ensuring adequate systems for notifying the public at risk and providing emergency instruction during a disaster is available in all identified hazard areas as well as adequate resources, equipment, and supplies to meet citizens’ health and safety needs after a disaster.
Goal #4	The policies and regulations of local government shall support effective hazard mitigation programming throughout the community to include reducing the vulnerability of facilities in the community posing an extra health or safety risk when damaged or disrupted by a dam failure event. Land use policies, plans, and regulations shall discourage and/or prohibit inappropriate location of structures or infrastructure components in areas of higher risk and enforce appropriate development codes.
Goal #5	The availability and functioning of the community’s infrastructure shall not be significantly disrupted by a dam failure event. Transportation facilities and systems serving the community shall be constructed and/or retrofitted to minimize the potential for disruption during a disaster.
Goal #6	Develop and maintain an education program to inform all members of the community of the dam failure risks/hazards threatening the local area and assist them in understanding their vulnerability to High Hazard Potential Dams and provide technique ideas to minimize vulnerability to those hazards.

The following mitigation actions have been proposed by the county and participating jurisdictions as effective measures to reduce High Hazard Potential Dam Risk for Anderson and Oconee Counties. The following are the key elements described for each mitigation action:

- ❖ Hazard(s) Addressed—Hazard which the action addresses.
- ❖ Relative Priority—High, moderate, or low priority as assigned by the jurisdiction.
- ❖ Lead Agency/Department—Department responsible for undertaking the action.
- ❖ Potential Funding Sources—Local, State, or Federal sources of funds are noted here, where applicable.
- ❖ Implementation Schedule—Date by which the action the action should be completed. More information is provided when possible.
- ❖ Implementation Status (2023)—Indication of completion, progress, deferment, or no change since the previous plan. If the action is new, that will be noted here.

TABLE XII: ANDERSON/OCONEE COUNTY HIGH HAZARD POTENTIAL DAM MITIGATION ACTIONS

Action #	Description	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Potential Funding Sources	Implementation Schedule	Implementation Status (2021)
Prevention							
HHPD-P-1	Prioritize dam removals for mitigation funding, and if a private dam owner wishes to remove a dam, serve as a project sponsor under the HHPD Grant Program to make more dam removal projects eligible under the grant.	HHPD	High	Anderson/Oconee County Emergency Management	HHPD Grant	2023-2028	New Action
HHPD-P-2	Map dam breach inundation areas in addition to 100-year flood elevations to help identify potentially at-risk structures using SCDHEC data on dam breach inundation areas, population at risk (PAR) estimates, and other data about breach consequences to enhance the understanding of flood risks posed by dam failure.	HHPD	High	Anderson/Oconee County Floodplain Manager; SCDHEC	Local	2023-2028	New Action
Emergency Services							
HHPD-ES-1	Work with local jurisdictions, SCDHEC, and dam owners to develop Emergency Action Plans for all Class 1 and Class 2 dams that have an impact on the residents of Anderson/Oconee County.	HHPD	Moderate	Anderson/Oconee County Emergency Management	Local	2023-2028	New Action
HHPD-ES-2	Conduct more frequent exercises for HHPDs similar to the Emergency Action Plan (EAP) exercise SCDHEC, SCEMD, and Anderson/Oconee County EM.	HHPD	Moderate	Anderson/Oconee County Emergency Management	Local	2023-2028	New Action
Public Education and Awareness							
HHPD-PEA-1	Provide Operations and Maintenance training for private dam owners to mitigate against risks associated with potential dam failure and flooding as recommended in FEMA’s Mitigation Dam Task Force Strategic White Paper on Dam Risk (November 2015).	HHPD	Moderate	Anderson/Oconee County Emergency Management	Local	2023-2028	New Action

APPENDIX A – METHODOLOGY FOR DAM BREACH INUNDATION MODELING



What is a Dam Breach Inundation Map?

A dam breach inundation map depicts an estimate of the flooding that can reasonably be expected to occur from the failure of an *individual* dam. The dam breach flood inundation extents and hazards are primarily caused by the stored water behind a dam and the magnitude of discharge when that water is suddenly released when a dam fails. The sudden release of stored water from a dam is depicted herein *separately* from flood hazards such as natural riverine flooding. In other words, this map is NOT intended to show the flooding downstream of a dam that would result from rainfall events. Because flooding frequently occurs without a dam breach please consult FEMA's Flood Map Service Center or the appropriate county website for maps depicting normal riverine flooding caused by rainfall events where a dam breach is *not* involved (e.g., map of the 100-year floodplain).

How does SCDHEC model dam breaches?

The practice of dam breach modeling and inundation mapping relies on scientific and physical principles, limited and imperfect data, assumptions, and approximations. Vast amounts of data and computer processing are needed to perform the highest-accuracy modeling currently achievable, which results in a cost- and time-prohibitive endeavor for SCDHEC to undertake for every dam. To protect the public, it is necessary to decrease overall accuracy for the sake of cost and efficiency to provide complete inundation mapping for the state. To ensure that this is accomplished with minimal sacrifice of public safety, a degree of reasonableness and conservatism in the dam breach scenario is introduced as a "safety factor." This scenario, wherein the maximum water volume that can be held by a dam is rapidly released in a catastrophic dam failure, is considered to represent an extreme, but probable, dam failure event. Additionally, SCDHEC staff utilize a sunny-day condition to achieve a clear understanding of a dam's hazard potential. This sunny-day, maximum pool, rapid release scenario represents an intermediate scenario between those specified by Regulation¹, and its use by SCDHEC is primarily as a preliminary screening tool. *The scenario just described should not be viewed as a worst-case scenario, but rather one that can be used to illustrate potential downstream impacts solely caused by the dam and the impounded water.* Computer software known as DSS-WISE™ Lite is used to simulate the breach of the dam and the resulting downstream flooding.

What is DSS-WISE™ Lite?

DSS-WISE™ stands for *Decision Support System for Water Infrastructure Security*. The DSS-WISE™ Lite program was created at, and is operated by, the University of Mississippi's National Center for Computational Hydroscience and Engineering (NCCHE) with funding provided by the Department of Homeland Security

¹ The SC Dams and Reservoirs Safety Act Regulations requirements for dam breach inundation mapping can be found at Reg. 72-3.D.2.c.(1)(b) and 72-3.D.2.c.(2)(b). These Regulations (Chapter 72) can be viewed at the following website: <https://www.scstatehouse.gov/coderegs/statmast.php>. The first required breach scenario is the sunny-day dam failure with the reservoir at normal pool, while the second is the rainy-day dam failure with the reservoir at maximum pool and the breach occurring during passage of the Spillway Design Flood.

ANNEX D: HIGH HAZARD POTENTIAL DAMS

(DHS). SCDHEC has access to DSS-WISE™ Lite thanks to this DHS funding and manages access to DSS-WISE™

Lite for dams located in South Carolina. The following NCCHE website provides additional detail on DSS-WISE™ Lite: <https://dsswiseweb.ncche.olemiss.edu/>. More-advanced, feature-rich, and customizable software exists.

What is a Dam Breach Scenario?

Dams can fail in many different ways (i.e., failure modes) and under a wide range of conditions. The dam breach scenario is the specific combination of failure mode, antecedent weather conditions and downstream conditions, plus assumptions and approximations, that are required to successfully simulate a dam breach. Various scenarios may be needed to fully describe all potential impacts of a dam failure for planning and design purposes, but for screening and emergency response purposes, the scenario described previously provides a conservative result and is useful in approximating the dam breach impacts for use in decision-making.

What is a “Sunny Day” dam breach scenario?

SCDHEC’s approach to dam breach modeling utilizes a “sunny day” dam failure scenario to represent an “any given day” type of breach that is NOT hydrologically induced (i.e., not rainfall driven), but is more likely caused by some weakness in the dam that may have gone unnoticed. There is no antecedent rainfall in a “Sunny Day” scenario; that is, the period of time before the dam breach has been free of rainfall, so there is no rainfall runoff flowing into the reservoir and the downstream floodplain is not experiencing any degree of flooding. The “sunny day” scenario provides a useful understanding of the flooding potential that the dam *alone* possesses, without any complications introduced by recent or concurrent rainfall and flooding. While this scenario may not represent the worst-case scenario, it is a reasonable approach that simplifies the analysis and serves as a useful screening tool to allow SCDHEC staff to ascertain the hazard potential of the dam more clearly.

What is a “Complete and Sudden” Dam Breach?

A “complete and sudden” breach implies a failure where the entire dam is removed instantaneously at a point in time in the simulation. Because there are many areas of uncertainty in how a breach can occur, the complete and sudden failure takes the approach of looking at this extreme failure mode to again add conservatism to the results. For example, the time that it takes for a breach to fully form, and the ultimate dimensions of that breach, are just two areas of uncertainty. Other uncertainties are predicting where the breach occurs in and along the dam, and the type of failure or failure mode (e.g., overtopping, piping, slope failure, foundation failure). A complete and sudden dam failure removes these uncertainties.

What is a “Progressive” Dam Breach?

DSS-WISE™ Lite allows the user to define a progressive failure mode with a specific breach location and a breach progression that grows over time to a final width and height. There have been many studies of real dam breaches conducted over the years to determine progressive breach characteristics of dams in relation to the different failure modes. From these case studies, empirical relationships have been created that provide estimates for dam breach parameters such as breach formation time, final breach width, final breach height, and peak outflow. SCDHEC primarily uses the empirical relationship established by David C. Froehlich, Ph.D., P.E., which was presented in his 2008 paper *Embankment Dam Breach Parameters and Their Uncertainties*, available at the following website:

[https://doi.org/10.1061/\(ASCE\)0733-9429\(2008\)134:12\(1708\)](https://doi.org/10.1061/(ASCE)0733-9429(2008)134:12(1708)).

The empirical relationships for breach characteristics from this study were selected due to the large number of earthen embankment dams used in the study, the same type of dam that makes up the overwhelming portion of regulated dams in South Carolina.

What are the limitations with SC DHEC's Dam Breach Inundation Modeling methodology?

As stated before, SCDHEC utilizes a "Sunny Day" scenario. Due to the complexities associated with modeling a hydrologic event occurring simultaneously with dam failure, SCDHEC focuses on the "Sunny Day, Maximum Pool" failure, which provides a reasonably conservative approach. The "Sunny Day, Maximum Pool" scenario can be thought of as a screening tool. By the term "screening tool" we mean that if a dam has the potential to cause high hazard impacts in the "Sunny Day, Maximum Pool" failure, then it is at least capable of those impacts in the "Maximum Pool During Passage of the Spillway Design Flood" dam failure, the second scenario required by Regulation¹. *The modeling presented here should not be considered a complete picture of the potential hazards posed by the dam. The mapping is not intended for use in dam design or construction. The intent of this mapping is to provide a preliminary understanding of a dam's hazard potential for use in emergency.* It is the dam owner's responsibility to perform a dam breach analysis consistent with the scenarios required by Regulation¹.

Other limitations include:

- DSS-WISE™ Lite cannot model pressurized flow (e.g., flow in pipes and culverts). If flow through a pipe or culvert is included in the model, it is modeled as open channel flow. However, small culverts should be expected to become obstructed with debris in the event of a dam breach, and so, *for small culverts*, not including them in the model is not considered a limitation.
- DSS-WISE™ Lite is limited in how the underlying terrain model can be modified. The terrain model is based on a Digital Elevation Model (DEM) created from Light Distance and Ranging (LiDAR) data collected between 2007 and 2013. Changes to terrain since that time will not be captured until the terrain model is updated with more current LiDAR data. Additionally, buildings and similar obstructions to overland flow are not captured in the terrain model and the water levels in lakes, ponds, rivers, and streams represent the water surface elevation at the time the LiDAR data were collected and are unchangeable.
- DSS-WISE™ Lite cannot simulate cascading dam failures. Each simulation can account for only one dam failure. In other words, dams both upstream and downstream of the study dam are assumed to NOT fail. If failure of an upstream dam were to cause failure of the downstream dam, the flooding (both in extent and in depths and velocities) could be worse than the inundation map shows.

APPENDIX B – SUMMARY DATA TABLES

Summary Table B.I: Anderson County High Hazard Dams

State ID	Dam Name	Coordinate	Upstream- # of all structures	Upstream- # of roads overtopped	Downstream- # of all structures	Downstream- # of roads overtopped	Downstream- # of railroads overtopped	Downstream- # of dams	Downstream- # of Water Infrastructure	Downstream- # of Electricity Generation
D0005	BIG CREEK WCD DAM-RENTZ/WILLIAMS 2	34.62533915,-82.49990828	1	0	56	14	1	0	6	0
D0006	BIG CREEK WCD DAM-SHOREBROOK 1	34.62846732,-82.48648519	11	1	115	21	1	0	5	0
D3108	GLENN POND DAM 2	34.47793836,-82.74070994	0	0	7	4	0	0	1	0
D3109	GLENN POND DAM 1	34.47904722,-82.73893139	0	0	6	3	0	0	1	0
D3112	THREE AND TWENTY CREEK WCD DAM-GRIFFIS 9B	34.679,-82.7267	0	1	15	3	0	0	2	0
D3119	MCGEE POND DAM	34.35057214,-82.69678591	0	0	12	7	0	0	0	0
D3123	LAKE HUNTINGTON DAM	34.53482782,-82.64441821	0	0	57	7	0	0	1	0
D3124	THREE AND TWENTY CREEK WCD DAM-JAMESON 5B	34.70895787,-82.64043538	1	1	1	2	0	0	0	0
D3126	THREE AND TWENTY CREEK WCD DAM-TRIPP 14	34.74367065,-82.57730143	0	1	12	2	0	0	0	0
D3128	ANDERSON POND DAM	34.6228216,-82.58474098	6	0	33	11	0	0	1	0
D3130	BRUSHY CREEK WCD DAM-HOPKINS 11A	34.7782,-82.5586	1	1	118	9	0	0	0	0
D3131	BRUSHY CREEK WCD DAM-GANTT 17	34.76737843,-82.53759953	4	1	22	2	0	0	0	0
D3132	THREE AND TWENTY CREEK WCD DAM-ROBINSON 15	34.7339,-82.5737	15	5	18	4	0	0	0	0
D3137	BRUSHY CREEK WCD DAM-KRAEMER 16	34.78514081,-82.52221834	1	0	61	3	0	0	0	0
D3139	BRUSHY CREEK WCD DAM-TRIPP 18	34.73742511,-82.52133962	3	3	89	6	0	0	2	1
D3140	LOLLIS POND DAM	34.57199824,-82.51331379	1	0	5	2	0	0	0	0
D3142	BROADMOUTH CREEK WCD DAM-247-W 9	34.53612823,-82.46741701	5	3	8	4	0	0	0	0
D3143	BROADMOUTH CREEK WCD DAM-PHILLIPS 8	34.54053805,-82.46087851	1	1	13	8	0	0	3	0
D3147	G STEVENS POND DAM	34.49952015,-82.45452662	0	0	3	2	0	0	4	0
D3151	FRIDDLE POND B DAM	34.45789436,-82.41703935	1	0	1	3	0	0	0	0
D3152	FRIDDLE POND A DAM	34.45748097,-82.41559224	2	0	4	3	0	0	0	0
D3153	SEATON ACRES POND DAM	34.45489883,-82.42981492	0	2	6	5	0	0	0	0
D3265	RANKEN POND DAM	34.53939451,-82.66398788	0	0	36	3	0	0	0	0
D4887	WS LEE STEAM PLANT PRIMARY ASH BASIN DAM	34.6041,-82.4415	0	0	138	0	0	0	0	0
D5037	FIRST QUALITY TISSUE ASB DAM	34.4469,-82.6886	0	0	1	4	0	0	12	0

Summary Table 2: Oconee County High Hazard Dams

State ID	Dam Name	Coordinate	Upstream- # of all structures	Upstream- # of roads overtopped	Downstream- # of all structures	Downstream- # of roads overtopped	Downstream- # of railroads overtopped	Downstream- # of dams	Downstream- # of Water Infrastructure	Downstream- # of Electricity Generation
D1632	LAKE CHEOHEE DAM	34.9289,-83.0682	8	1	156	4	0	1	0	0
D1634	TOWNES CREEK DAM	34.90357352,-83.05871859	97	3	56	12	0	0	0	0
D1635	LEONIDAS DAM	34.9144,-83.0153	0	0	32	0	0	1	0	0
D1636	WHITEWATER LAKE DAM	34.90796795,-83.00428695	7	1	176	11	0	0	1	0
D1637	CHATTOOGA LAKE DAM	34.8939,-83.1556	7	2	30	8	0	1	0	0
D1638	MOUNTAIN REST LAKE DAM	34.87815281,-83.16331943	2	4	17	12	0	0	0	0
D1639	LAKE LEROY DAM	34.8702,-83.1501	0	0	25	5	0	0	0	0
D1640	GORDONS LAKE DAM	34.87907669,-83.13143525	0	0	9	1	0	0	0	0
D1641	MTN LAKE DAM (LAKE BECKY)	34.84583824,-83.11763074	17	4	27	7	0	0	0	0
D1642	OCONEE STATE PARK DAM 1	34.8647,-83.1022	1	0	37	3	0	1	1	0
D1643	OCONEE STATE PARK DAM 2	34.86047845,-83.10939474	0	0	26	3	0	1	0	0
D1645	CRYSTAL LAKE DAM	34.82714019,-83.14346311	2	1	10	3	0	0	0	0
D1646	BOOKER'S LAKE DAM	34.8249,-83.066	0	0	28	6	0	0	0	0
D1648	LAKE JEMIKE DAM 1	34.78326259,-83.13420584	1	1	12	3	0	0	0	0
D1649	LAKE JEMIKE DAM 2	34.78163892,-83.13383701	0	0	7	6	0	1	0	0
D1650	HORSESHOE LAKE DAM	34.77477218,-83.26740925	5	0	4	2	0	0	0	0
D1651	BROWNS LAKE DAM	34.77163877,-83.04905576	5	0	148	4	0	0	0	0
D1652	CONEROSS CREEK WCD DAM 1A	34.7232,-83.1046	3	6	30	8	0	0	3	0
D1653	CONEROSS CREEK WCD DAM 8	34.72541836,-83.08203207	0	1	10	5	0	0	1	0
D1655	CONEROSS CREEK WCD DAM 9A	34.69274798,-83.09336311	1	1	4	2	0	0	0	0
D1656	CONEROSS CREEK WCD DAM 21	34.70096476,-83.01691871	8	4	11	5	0	0	0	0
D1665	BEAVERDAM CREEK WCD DAM 5	34.56850966,-82.92383713	0	1	4	6	0	0	0	0
D1666	BEAVERDAM CREEK WCD DAM 2	34.57107862,-82.96838738	0	1	24	4	0	0	0	0

Summary Table B.II: Greenville and Pickens County High Hazard Dams

State ID	Dam Name	County	Coordinate	Upstream- # of all structures	Upstream- # of roads overtopped	Downstream- # of all structures	Downstream- # of roads overtopped	Downstream- # of railroads overtopped	Downstream- # of dams	Downstream- # of Water Infrastructure	Downstream- # of Electricity Generation
D1930	B. FRANK FINLEY DAM	Pickens	34.882433,-82.561597	2	1	9	2	0	0	0	0
D1931	B.F. FINLEY DAM 1	Pickens	34.878768,-82.556055	0	1	7	2	0	0	0	0
D1932	B.F. FINLEY DAM 2	Pickens	34.874958,-82.551299	1	0	14	2	0	0	0	0
D1934	LOYDS POND DAM	Pickens	34.83475,-82.561895	1	0	30	8	0	0	0	0
D1935	MALLARD COVE (FOREST DR)	Pickens	34.80455,-82.571992	0	1	42	2	0	0	1	0
D1942	MERRITTS POND	Pickens	34.774937,-82.587177	0	0	1	4	0	0	0	0
D1969	LAKE DIANA DAM	Pickens	34.921035,-82.867404	2	0	22	3	0	0	0	0
D4396	STANLEY MCJUNKIN DAM	Pickens	34.890237,-82.508047	0	0	56	2	0	0	1	1
D4469	SALUDA LAKE DAM	Greenville	34.85235928,-82.48428186	14	0	214	18	0	0	1	1
D4470	HOLLIDAYS BRIDGE DAM	Greenville	34.529464,-82.377206	0	0	16	4	0	0	0	1
D5010	DAM ON CHRISTINE DRIVE	Pickens	34.764555,-82.672004	0	0	338	0	0	0	2	0

APPENDIX C – DETAILED DATA TABLES

D0005 BIG CREEK WCD DAM-RENTZ/WILLIAMS 2

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	1

- No roads overtopped

Downstream Area:

Structures	Number
Residences	46
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	2
Government	1
Industrial	0
Unclassified	6
Utility and Misc.	1
TOTAL	56

- Roads inundated or overtopped

ROAD NAME	TYPE
Mattison Drive	Local
Cherokee Road	Local
Ida Tucker Blvd	State Secondary (S-577)
Dacus St	Local
W Main St	State Highway (S-20)
Spring Park	Local
Gossett Drive	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Williams St	State Secondary (S-576)
Woodmere Ct	Local
Mill Street	State Secondary (S-931)
Mahaffey Road	State Secondary (S-212)
Big Creek Rd	State Secondary (S-54)
Cannon Bottom Rd	State Secondary (S-116)
SC-247	State Highway (SC-247)
TOTAL	14

- Railroad overtopped

NAME
GREENVILLE & WESTERN RAILWAY

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	COOPER SAND & GRAVEL/SALUDA RIVER PLANT	SCG730157-1DA	Industrial	Anderson	Construction Sand & Gravel
ENDPIPE	BELTON/DUCWORTH (SALUDA)	SC0045896-001	Municipal	Anderson	Sewerage Systems
ENDPIPE	WILLIAMSTON/BIG CRK EAST WWTP	SC0046841-001	Municipal	Anderson	Sewerage Systems
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC0002291-009	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC0002291-008	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC0002291-001	Industrial	Anderson	Electric Services

Counties effected: 2

- Anderson
- Greenville

D0006 BIG CREEK WCD DAM-SHOREBROOK 1

Upstream Area:

Structures	Number
Residences	11
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	11

- Roads inundated or overtopped

ROAD NAME	TYPE
Hardwood Rd	State Secondary (S-853)

Downstream Area:

Structures	Number
Residences	94
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	9
Government	1
Industrial	0
Unclassified	9
Utility and Misc.	2
TOTAL	115

- Roads inundated or overtopped

ROAD NAME	TYPE
Waterfront Dr	Local
Ida Tucker Blvd	State Secondary (S-577)
Cherokee Rd	Local
Mattison Drive	Local
Dacus St	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Rogers St	Local
College Drive	Local
Minor St	Local
W Main St	State Highway (SC-20)
Spring Park	Local
Gossett Drive	Local
Cul-de-sac off Gossett (unnamed)	Local
Williams St	State Secondary (S-576)
Woodmere Ct	Local
Ridge Ct	Local
Gate Ct	Local
Mill Street	State Secondary (S-931)
Mahaffey Rd	State Secondary (S-212_
Big Creek Rd	State Secondary (S-54)
Cannon Bottom Rd	State Secondary (S-116)
SC-247	State Highway (SC-247)
TOTAL	21

- Railroad overtopped

NAME
GREENVILLE & WESTERN RAILWAY

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	BELTON/DUCWORTH (SALUDA)	SC0045896-001	Municipal	Anderson	Sewerage Systems
ENDPIPE	WILLIAMSTON/BIG CRK EAST WWTP	SC0046841-001	Municipal	Anderson	Sewerage Systems
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC0002291-009	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC0002291-008	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC0002291-001	Industrial	Anderson	Electric Services

Counties effected: 2

- Anderson
- Greenville

D3108 GLENN POND DAM 2

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	7

- Roads inundated or overtopped

ROAD NAME	TYPE
Lauren Flynn Dr	Local
Strawberry Rd	Local
Hillhouse Rd	Local
Broadwell Mill Rd	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	FIRST QUALITY TISSUE SE LLC	SC0049115-001	Industrial	Anderson	Paper Mills

Counties effected: 1

- Anderson

D3109 GLENN POND DAM 1

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	6
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	6

- Roads inundated or overtopped

ROAD NAME	TYPE
Lauren Flynn Dr	Local
Strawberry Rd	Local
Hillhouse Rd	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	FIRST QUALITY TISSUE SE LLC	SC0049115-001	Industrial	Anderson	Paper Mills

Counties effected: 1

- Anderson

D3112 THREE AND TWENTY CREEK WCD DAM-GRIFFIS 9B

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- Roads inundated or overtopped

ROAD NAME	TYPE
Central Road	State Secondary (S-231)

Downstream Area:

Structures	Number
Residences	13
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	2
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	15

- Roads inundated or overtopped

ROAD NAME	TYPE
Bishops Brank Rd	State Secondary (S-57)
Danenhower Rd	State Secondary (S-300)
Cherry St Ext	State Secondary (S-115)

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	MICHELIN N AMERICA/SANDY SPRGS	SC0026701-001	Industrial	Anderson	Tires and Inner Tubes
ENDPIPE	MOUNT VERNON MILLS/LAFRANCE	SC0000485-001	Industrial	Anderson	Broadwoven Fabric Mills, Manmade Fiber and Silk

Counties effected: 1

- Anderson

D3119 MCGEE POND DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	10
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	2
Government	0
Industrial	0
Unclassified	2
Utility and Misc.	0
TOTAL	12

- Roads inundated or overtopped

ROAD NAME	TYPE
Gentry Road	Local
Brooks McGee Rd	Local
Carrington Ln	Local
Good Hope Church Rd	State Secondary (S-105)
Tiny McConnell Rd	Local
Brown Rd	Local
Warren Watt Rd	Local

Counties effected: 1

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Anderson

D3123 LAKE HUNTINGTON DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	47
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	10
Government	0
Industrial	0
Unclassified	2
Utility and Misc.	0
TOTAL	57

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	ANDERSON/ROCKY RIVER	SC0023744-001	Municipal	Anderson	Sewerage Systems

Counties effected: 1

- Anderson

D3124 THREE AND TWENTY CREEK WCD DAM-JAMESON 5B

Upstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- Roads inundated or overtopped

ROAD NAME	TYPE
Red Barn Road	State Secondary (S-165)

Downstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- Roads inundated or overtopped

ROAD NAME	TYPE
Slab Bridge Road	State Secondary (S-164E)
Melton Road	State Secondary (S-73 N)

Counties effected: 1

- Anderson

D3126 THREE AND TWENTY CREEK WCD DAM-TRIPP 14

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- Roads inundated or overtopped

ROAD NAME	TYPE
Hunt Road	State Secondary (S-184)

Downstream Area:

Structures	Number
Residences	10
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	2
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	12

- Roads inundated or overtopped

ROAD NAME	TYPE
Fire Station Rd	Local
Hamlin Rd	Local

Counties effected: 1

- Anderson

D3128 ANDERSON POND DAM

Upstream Area:

Structures	Number
Residences	6
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	6

- No roads overtopped

Downstream Area:

Structures	Number
Residences	28
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	5
Commercial	3
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	33

- Roads inundated or overtopped

ROAD NAME	TYPE
Hampton Rd	Local
Paulan Rd	Local
Long Rd	Local
Wilson Rd	Local
Hopewell Rd	Local
Bree Drive	Local
Midway Rd	State Secondary (S-76)
Old Williamston Rd	State Secondary (S-331)

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Cox Rd	Local
Snow Rd	State Secondary (S-904)
Cresta Verde	Local

• Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	ANDERSON/ROCKY RIVER	SC0023744-001	Municipal	Anderson	Sewerage Systems

Counties effected: 1

Anderson

D3130 BRUSHY CREEK WCD DAM-HOPKINS 11A

Upstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- Roads inundated or overtopped

ROAD NAME	TYPE
Estates Dr	Local

Downstream Area:

Structures	Number
Residences	117
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	117

- Roads inundated or overtopped

ROAD NAME	TYPE
St Paul Rd	State Secondary (S-485)
Armistead Lane	Local
Colonel Johnson Rd	Local
Old Mill Rd	Local
Mt. Airy Church Rd	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Cely Rd	Local
Anderson Rd	State Highway (SC-81)
Oak Rd	State Secondary (S-363_
Saluda Dr	Local

Counties effected: 1

- Anderson

D3131 BRUSHY CREEK WCD DAM-GANTT 17

Upstream Area:

Structures	Number
Residences	4
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	4

- Roads inundated or overtopped

ROAD NAME	TYPE
Laboone Road	Local

Downstream Area:

Structures	Number
Residences	20
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	1
Government	0
Industrial	1
Unclassified	0
Utility and Misc.	0
TOTAL	22

- Roads inundated or overtopped

ROAD NAME	TYPE
Old Mill Rd	Local
Mt Airy Church Rd	Local

Counties effected: 1

- Anderson

D3132 THREE AND TWENTY CREEK WCD DAM-ROBINSON 15

Upstream Area:

Structures	Number
Residences	14
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	15

- Roads inundated or overtopped

ROAD NAME	TYPE
Julie Rd	Local
Robinson Rd	Local
Lake Rd (Two sections)	Local
Old Cuffy Creek Ln	Local
Riley Ct	Local

Downstream Area:

Structures	Number
Residences	15
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	3
Government	0
Industrial	1
Unclassified	0
Utility and Misc.	0
TOTAL	18

- Roads inundated or overtopped

ROAD NAME	TYPE
Pelzer Hwy	State Highway (SC-8)
Three and Twenty Rd	State Secondary (S-485)

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Avendell Rd	Local
Hamlin Rd	Local

Counties effected: 1

- Anderson

D3137 BRUSHY CREEK WCD DAM-KRAEMER 16

Upstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- No roads overtopped

Downstream Area:

Structures	Number
Residences	57
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	3
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	61

- Roads inundated or overtopped

ROAD NAME	TYPE
Sitton Hill Rd	Local
Three Bridges Rd	State Secondary (S-74)
Saluda Dr	Local

Counties effected: 1

- Anderson

D3139 BRUSHY CREEK WCD DAM-TRIPP 18

Upstream Area:

Structures	Number
Residences	2
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	3

- Roads inundated or overtopped

ROAD NAME	TYPE
Highway 86	State Highway (SC 86)
Mountain Springs Rd	Local
(Two Sections)	
Southern Oaks Dr	Local

Downstream Area:

Structures	Number
Residences	80
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	6
Government	0
Industrial	2
Unclassified	0
Utility and Misc.	1
TOTAL	89

- Roads inundated or overtopped

ROAD NAME	TYPE
Ranch Circle	Local
Bonzza Circle	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Timms Road	Local
Old Williamston Rd	Local
Watergate Drive	Local
Saluda Dr	Local

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	REWA/PIEDMONT REGIONAL WWTP	SC0048470-001	Municipal	Greenville	Sewerage Systems
ENDPIPE	PALMETTO AGGREGATES/RIVER ROAD	SCG730628-1DA	Industrial	Anderson	

- Electricity Generation/Distribution

Plant Name	Utility Name	Utility ID	City	County	State	Zip	Street Address	Prime Source
Piedmont Hydro Power Project	Central Rivers Power US, LLC	64078	Piedmont	Greenville	SC	29673	Highway 86	hydroelectric

Counties effected: 1

- Anderson

D3142 BROADMOUTH CREEK WCD DAM-247-W 9

Upstream Area:

Structures	Number
Residences	5
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	5

- Roads inundated or overtopped

ROAD NAME	TYPE
Glenwood Street	State Secondary (S-207)
Berry Ct	Local
Robin Ct	Local

Downstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	8

- Roads inundated or overtopped

ROAD NAME	TYPE
Cooley Bridge Rd	State Highway (SC-247)
Blakes Dairy Rd	Local
Rockey Ford Rd	Local
Hamby Rd	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	INGERSOLL-RAND COMPANY	SC0047520-001	Industrial	Anderson	Motor Vehicle Parts and Accessories
ENDPIPE	BELTON/DUCWO RTH (SALUDA)	SC0045896-002	Municipal	Anderson	Sewerage Systems
ENDPIPE	BELTON/DUCWO RTH (SALUDA)	SC0045896-003	Municipal	Anderson	Sewerage Systems

Counties effected: 2

- Anderson
- Abbeville

D3143 BROADMOUTH CREEK WCD DAM-PHILLIPS 8

Upstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- Roads inundated or overtopped

ROAD NAME	TYPE
Benton Road	Local

Downstream Area:

Structures	Number
Residences	9
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	4
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	13

- Roads inundated or overtopped

ROAD NAME	TYPE
Hwy 247	State Highway (SC 247)
Blakes Dairy Road	Local
Rocky Ford Road	Local
Hamby Road	Local
Brick Mill Road	State Secondary (S-751)
Abercrombie Road	State Secondary (S-1012)

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Holliday Dam Road	State Secondary (S-82)
Princeton Hwy	US Hwy (US 76)

• Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	THOMASON CONSTRUCTION/TAYLOR MINE	SCG731185-000	Industrial	Laurens	Miscellaneous Non-metallic minerals
ENDPIPE	INGERSOLL-RAND COMPANY	SC0047520-001	Industrial	Anderson	Motor Vehicle Parts and Accessories
ENDPIPE	BELTON/DUCWORTH (SALUDA)	SC0045896-002	Municipal	Anderson	Sewerage Systems
ENDPIPE	BELTON/DUCWORTH (SALUDA)	SC0045896-003	Municipal	Anderson	Sewerage Systems

Counties effected: 3

- Anderson
- Abbeville
- Laurens

D3147 G STEVENS POND DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	3
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	3

- Roads inundated or overtopped

ROAD NAME	TYPE
Campbell Road	State Secondary (S-285)
Pinson Farm Rd	State Secondary (S-205)

Counties effected: 1

- Anderson

D3151 FRIDDLE POND B DAM

Upstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
<u>TOTAL</u>	<u>1</u>

- No roads overtopped

Downstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
<u>TOTAL</u>	<u>1</u>

- Roads inundated or overtopped

ROAD NAME	TYPE
Linda Drive	State Secondary (S-664)
Austin Road	State Secondary (S-203)
Armstrong Road	State Secondary (S-604)

Counties effected: 2

- Anderson
- Abbeville

D3152 FRIDDLE POND A DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	2
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- No roads overtopped

Downstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	3
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	4

- Roads inundated or overtopped

ROAD NAME	TYPE
Linda Drive	State Secondary (S-664)
Austin Road	State Secondary (S-203)
Armstrong Road	State Secondary (S-604)

Counties effected: 2

- Anderson
- Abbeville

D3153 SEATON ACRES POND DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- Roads inundated or overtopped

ROAD NAME	TYPE
Parker Road	Local
Edgewood Road	Local

Downstream Area:

Structures	Number
Residences	6
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	6

- Roads inundated or overtopped

ROAD NAME	TYPE
C-18-67B	Local
Tiny Greer Rd	Local
Austin Rd	State Secondary (S-203)
Armstrong Rd	State Secondary (S-604)
Paige Rd	Local

Counties effected: 2

- Anderson
- Abbeville

D3265 RANKEN POND DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	32
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	4
Utility and Misc.	0
TOTAL	36

- Roads inundated or overtopped

ROAD NAME	TYPE
Forest Hill Dr	Local
Valley Dr	Local
Wedgewood Dr	Local

Counties effected: 1

- Anderson

D4887 WS LEE STEAM PLANT PRIMARY ASH BASIN DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	97
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	28
Commercial	1
Government	0
Industrial	0
Unclassified	8
Utility and Misc.	4
TOTAL	138

- No roads impacted
- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	WILLIAMSTON/BIG CRK EAST WWTP	SC004684 1-001	Municipal	Anderson	Sewerage Systems
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-009	Industrial	Anderson	Electric Services
ENDPIPE	DUKE	SC000229	Industrial	Anderson	Electric Services

ANNEX D: HIGH HAZARD POTENTIAL DAMS

	ENERGY/WS LEE STEAM STATION	1-008			
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-01C	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-01B	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-001	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-01A	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-003	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-005	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-006	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-007	Industrial	Anderson	Electric Services
ENDPIPE	DUKE ENERGY/WS LEE STEAM STATION	SC000229 1-004	Industrial	Anderson	Electric Services

• Electricity Generation/Distribution

Plant Name	Utility Name	Utility ID	City	County	State	Zip	Street Address	Prime Source
Pelzer Lower	Central Rivers Power US, LLC	64078	Williamston	Anderson	SC	29627	900 Dunlap Road	hydroelectric

Counties effected: 2

- Anderson
- Greenville

SCD5037 FIRST QUALITY TISSUE ASB DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- Roads inundated or overtopped

ROAD NAME	TYPE
Cleveland Road	Local
Hard Hillhouse Drive	State Secondary (S-258)

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	FIRST QUALITY TISSUE SE LLC	SC0049115-001	Industrial	Anderson	Paper Mills

- Electricity
 - Potential damage to Duke Energy electrical substation located on the First Quality Tissue property and utility towers located adjacent to Richland Creek.

Counties effected: 3

- Anderson
- Greenville
- Pickens

D1632 LAKE CHEOHEE DAM

Upstream Area:

Structures	Number
Residences	6
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	2
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	8

- Roads inundated or overtopped

ROAD NAME	TYPE
Lake Cheohee Rd	Local

Downstream Area:

Structures	Number
Residences	152
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	3
Commercial	0
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	156

- Roads inundated or overtopped

ROAD NAME	TYPE
Lake Cheohee Road	Local
Ldma Drive	Local
Jumping Branch Road	Local
Knox Creek Road	Local

- Dams downstream

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- D1634

Counties effected: 1

- Oconee

D1634 TOWNES CREEK DAM

Upstream Area:

Structures	Number
Residences	97
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	97

- Roads inundated or overtopped

ROAD NAME	TYPE
Evergreen Ridge Rd	Local
Point Pl	Local
Jumping Branch Rd	Local
(Two sections)	

Downstream Area:

Structures	Number
Residences	51
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	5
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	56

- Roads inundated or overtopped

ROAD NAME	TYPE
Knox Creek Road	Local
Cherokee Lake Road	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Tamassee Knob Road	State Secondary (S-95)
Cheohee Valley Road	State Secondary (S-375)
Tamassee Lane	Local
Cheohee Valley Road	State Secondary (S-172)
SC 11	State Highway (SC-11)
9418 Road	Local
Bumgardner Drive	State Secondary (S-32)
Little River Lane	Local
Flat Shoals Road	State Secondary (S-129)
Oconee Creek Road	State Secondary (S-129)

Counties effected: 1

- Oconee

D1635 LEONIDAS DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	32
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	32

No roads impacted

- Dams downstream
 - D1636

Counties effected: 1

- Oconee

D1636 WHITEWATER LAKE DAMUpstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	7

- Roads inundated or overtopped

ROAD NAME	TYPE
Whitewater Lake Rd	Local

Downstream Area:

Structures	Number
Residences	165
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	3
Government	0
Industrial	0
Unclassified	7
Utility and Misc.	0
TOTAL	176

- Roads inundated or overtopped

ROAD NAME	TYPE
Whitewater Lake Road	Local
N Lake Drive	State Secondary (S-577)
N Little River Road	State Secondary (S-57)
Paradise Cove	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Ridge Road	Local
SC 11	State Highway (SC 11)
Alexander Road	State Secondary (SC-145)
Grant Mill Road	Local
Crestwood Drive	State Secondary (SC-737)
Belmore Farm Drive	Local
Friendly Drive	Local

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	DUKE ENERGY/OCONEE NUCLEAR	SC0000515-001	Industrial	Oconee	Electric Services

Counties effected: 2

- Oconee
- Pickens

D1637 CHATTOOGA LAKE DAM

Upstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	7

- Roads inundated or overtopped

ROAD NAME	TYPE
Chattooga Lake Road (Three sections)	Local
Camden Lane	Local

Downstream Area:

Structures	Number
Residences	30
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	30

- Roads inundated or overtopped

ROAD NAME	TYPE
Chattooga Lake Rd	Local
Ball Park Rd	Local
Village Creek Rd	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Moxley Dr	Local
Bethlehem Trl	Local
Coppermine Rd	Local
Highlands Hwy	State Highway (SC 28)
Chattooga Ridge Rd	State Highway (S-258)

- Dams downstream
 - D1639

Counties effected: 1

- Oconee

D1638 MOUNTAIN REST LAKE DAM

Upstream Area:

Structures	Number
Residences	2
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	2

- Roads inundated or overtopped

ROAD NAME	TYPE
Lake Dr	Local
Mountain Rest Lake Rd	Local
(Three sections)	
Wren Rd	Local
Whipporwill Hollow Road	Local

Downstream Area:

Structures	Number
Residences	16
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	17

- Roads inundated or overtopped

ROAD NAME	TYPE
Mountain Rest Lake Rd	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Ore Yonder Rd	Local
Chattooga Ridge Rd	State Secondary (S-258 E)
Clyde's Old Place Rd	Local
Loblolly Knoll Rd	Local
Moorhead Place Rd	Local
Meadowview Dr	Local
Winding River Rd	Local
Verner Mill Rd	Local
River Ridge Dr	Local
Chauga Hill Rd	Local
Jerry Creek Rd	Local

Counties effected: 1

- Oconee

D1639 LAKE LEROY DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	24
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	1
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	25

- Roads inundated or overtopped

ROAD NAME	TYPE
Coppermine Rd	Local
Highlands Hwy	State Highway (SC 28W)
Moorehead Place Rd	Local
Mill Rd	Local
Chauga River Rd	Local

Counties effected: 1

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Oconee

D1640 GORDONS LAKE DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	2
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	9

- Roads inundated or overtopped

ROAD NAME	TYPE
Highlands Hwy	State Secondary (S-28)

Counties effected: 1

- Oconee

D1641 MTN LAKE DAM (LAKE BECKY)

Upstream Area:

Structures	Number
Residences	17
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	17

- Roads inundated or overtopped

ROAD NAME	TYPE
Lake Becky Road *is dam	Local
Bonner Road	Local
Lisa Ln (Two sections)	Local
Whippoorwill Roost Dr	Local

Downstream Area:

Structures	Number
Residences	17
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	3
Commercial	7
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	27

- Roads inundated or overtopped

ROAD NAME	TYPE
Lake Becky Rd	Local
Old Mill Ln	Local
Donel Dr	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Crystal Lake Rd	Local
Crystal Cove Dr	Local
Turtle Creek Trail	Local
Highlands Hwy	State Highway (SC 28W)

Counties effected: 1

- Oconee

D1642 OCONEE STATE PARK DAM 1

Upstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- No roads overtopped

Downstream Area:

Structures	Number
Residences	32
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	2
Commercial	2
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	37

- Roads inundated or overtopped

ROAD NAME	TYPE
State Park Road	Local
Lisa Lane	Local
Lake Becky Road	Local

- Dams downstream
 - D1641

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	SC DPRT/OCONEE STATE PARK	SCG570014-001	Domestic	Oconee	Amusement and Recreation Services, NEC

Counties effected: 1

- Oconee

D1643 OCONEE STATE PARK DAM 2

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	25
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	26

- Roads inundated or overtopped

ROAD NAME	TYPE
Nirvana Lane	Local
Lisa Lane	Local
Lake Becky Road	Local

- Dams downstream
 - D1641

Counties effected: 1

- Oconee

D1645 CRYSTAL LAKE DAM

Upstream Area:

Structures	Number
Residences	2
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	2

- Roads inundated or overtopped

ROAD NAME	TYPE
Crystal Lake Rd	Local

Downstream Area:

Structures	Number
Residences	10
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	10

- Roads inundated or overtopped

ROAD NAME	TYPE
Land Bridge Road	Local
Whetstone Road	State Secondary (S-193)
Cassidy Bridge Road	State Secondary (S-290)

Counties effected: 1

- Oconee

D1646 BOOKER'S LAKE DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	25
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	2
Commercial	0
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	28

- Roads inundated or overtopped

ROAD NAME	TYPE
Booker Lake Road	Local
Pickett Post Road	State Secondary (S-181)
Brewer Road	Local
Kimmy Lane	Local
Pickens Highway	State Highway (SC-183)
SC 11	State Highway (SC-11)

Counties effected: 1

- Oconee

D1648 LAKE JEMIKE DAM 1

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- Roads inundated or overtopped

ROAD NAME	TYPE
Lake Jemiki Rd	Local

Downstream Area:

Structures	Number
Residences	12
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	12

- Roads inundated or overtopped

ROAD NAME	TYPE
Lake Jemiki Rd	Local
Misty Valley Dr	Local
Busch Creek Rd	Local

Counties effected: 1

- Oconee

D1649 LAKE JEMIKE DAM 2

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	7

- Roads inundated or overtopped

ROAD NAME	TYPE
Lake Jemiki Road	Local
Misty Valley Drive	Local
Creekside Drive	Local
Bursch Creek Road	Local
Bruce Lane	Local
Coneross Farm Road	Local

- Dams downstream

- D1652

Counties effected: 1

- Oconee

D1650 HORSESHOE LAKE DAM

Upstream Area:

Structures	Number
Residences	5
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	5

- No roads overtopped

Downstream Area:

Structures	Number
Residences	4
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	4

- Roads inundated or overtopped

ROAD NAME	TYPE
Orchard Road	State Secondary (S-538)
Sockem Dog Circle	Local

Counties effected: 2

- Oconee
- Rabun, GA

D1651 BROWNS LAKE DAM

Upstream Area:

Structures	Number
Residences	5
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	5

No roads overtopped

Downstream Area:

Structures	Number
Residences	125
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	9
Government	0
Industrial	0
Unclassified	14
Utility and Misc.	0
TOTAL	148

- Roads inundated or overtopped

ROAD NAME	TYPE
Starrit Lane	Local
Torrington Road	State Secondary (S-324)
Sangamo Drive	State Secondary (S-354)
Binder Ridge Drive	Local

Counties effected: 1

- Oconee

D1652 CONERROSS CREEK WCD DAM 1A

Upstream Area:

Structures	Number
Residences	3
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	3

- Roads inundated or overtopped

ROAD NAME	TYPE
Camp Rd	Local
Hunters Trail	Local
Coffee Rd	State Secondary (S-36)
Montclair Ln	Local
Stribling Shoals Rd	Local
Conerross Farm Rd	Local

Downstream Area:

Structures	Number
Residences	22
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	6
Commercial	1
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	30

- Roads inundated or overtopped

ROAD NAME	TYPE
Rocky Way	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Nectarine Cir	Local
Bunky Kelley Rd	Local
Rock Crusher Rd	Local
Water Works Rd	Local
Hesse Hwy	Local
Andrew Pickens Scenic Pkwy	State Highway (SC 11N)
Critter Rd	State Secondary (S-135N)

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	OCONEE CO/CONEROSS CREEK WWTF	SC0033553-001	Municipal	Oconee	Sewerage Systems
ENDPIPE	OCONEE COUNTY ROCK QUARRY	SCG730448-000	Industrial	Oconee	
ENDPIPE	WALHALLA/CONEROS S CREEK WTP	SCG641004-001	Municipal	Oconee	Water Supply

Counties effected: 1

- Oconee

D1653 CONEROSS CREEK WCD DAM 8

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- Roads inundated or overtopped

ROAD NAME	TYPE
Duck Pond Rd	Local

Downstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	3
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	10

- Roads inundated or overtopped

ROAD NAME	TYPE
Water Works Rd	Local
Hesse Hwy	Local
Skeeter Creek Dr	Local
Westminster Hwy	State Highway (SC 183N)
Andrew Pickens Scenic Pkwy	State Highway (SC 11N)

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	WALHALLA/CONERO SS CREEK WTP	SCG641004-001	Municipal	Oconee	Water Supply

Counties effected: 1

- Oconee

D1655 CONEROSS CREEK WCD DAM 9A

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- Roads inundated or overtopped

ROAD NAME	TYPE
Doyle St	State Secondary (S-91)

Downstream Area:

Structures	Number
Residences	3
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	4

- Roads inundated or overtopped

ROAD NAME	TYPE
East Bennett Road	State Secondary (S-109)
Westminster Highway	State Secondary (S-183)

Counties effected: 1

- Oconee

D1656 CONEROSS CREEK WCD DAM 21

Upstream Area:

Structures	Number
Residences	8
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	8

- Roads inundated or overtopped

ROAD NAME	TYPE
Charter Oak Drive	Local
Shrine Club Road	Local
Alberts Rd	Local
Nix Rd	Local

Downstream Area:

Structures	Number
Residences	11
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	11

- Roads inundated or overtopped

ROAD NAME	TYPE
Bountyland Road	State Secondary (S-135)
Chetola Road	Local
Richland Road	State Secondary (S-13)

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Poplar Springs Road	State Secondary (S-35)
Gibson Road	Local

Counties effected: 1

- Oconee

D1665 BEAVERDAM CREEK WCD DAM 5

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- Roads inundated or overtopped

ROAD NAME	TYPE
Hunt Rd	State Secondary (S-184)

Downstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	2
Utility and Misc.	0
TOTAL	4

- Roads inundated or overtopped

ROAD NAME	TYPE
Babb Road	State Secondary (S-53)
Fairplay Road	State Secondary (S-117)
McAdams Road	Local
Simmons Ford Road	Local
Gaines Road	Local

Counties effected: 2

- Oconee
- Anderson

D1666 BEAVERDAM CREEK WCD DAM 2

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- Roads inundated or overtopped

ROAD NAME	TYPE
State Highway 59	State Highway (SC-59)

Downstream Area:

Structures	Number
Residences	21
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	3
Utility and Misc.	0
TOTAL	24

- Roads inundated or overtopped

ROAD NAME	TYPE
Earls Mill Road	State Secondary (S-206E)
Edgewood Dr	Local
Rodgers Rd	State Secondary (S-99N)
W Pine Grove Rd	State Secondary (S-66E)

Counties effected: 2

- Oconee
- Anderson

D1667 BEAVERDAM CREEK WCD DAM 4

Upstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- No roads overtopped

Downstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	7

- Roads inundated or overtopped

ROAD NAME	TYPE
West Pine Grove Road	State Secondary (S-66)
Rodgers Road	State Secondary (S-99)
Tucker Farm Road	Local

Counties effected: 2

- Oconee
- Anderson

D4026 BEAVERDAM CREEK WCD DAM 3A

Upstream Area:

Structures	Number
Residences	6
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	6

- Roads inundated or overtopped

ROAD NAME	TYPE
Lake Dr	Local
Summers Ln	Local
Wilderness Rd	Local
Jojo Lane	Local

Downstream Area:

Structures	Number
Residences	68
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	12
Utility and Misc.	0
TOTAL	80

- Roads inundated or overtopped

ROAD NAME	TYPE
Highway 59	State Highway (SC 59)
Feltman Road	State Secondary (S-167)
West Pine Grove Road	State Secondary (S-66)

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Richey Road	State Secondary (S-207)
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- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	LAKE HARTWELL WATER TREATMENT PLANT	SCG646068-001	Municipal		

Counties effected: 2

- Oconee
- Anderson

D4104 DICKERSON FISHING LAKE

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	2
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	3

- Roads inundated or overtopped

ROAD NAME	TYPE
Armstrong Rd	State Secondary (S-49)

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	OCONEE CO/CONEROSS CREEK WWTF	SC0033553-001	Municipal	Oconee	Sewerage Systems

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Counties effected: 1

- Oconee

D4186 FIDDLERS COVE DAM

Upstream Area:

Structures	Number
Residences	4
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	4

- Roads inundated or overtopped

ROAD NAME	TYPE
The Bear Blvd	Local

Downstream Area:

Structures	Number
Residences	27
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	28

- Roads inundated or overtopped

ROAD NAME	TYPE
Cheohee Valley Rd	State Secondary (S-375)
Tamassee Knob Rd	State Secondary (S-95)
Tamassee Lane	Local
Cheohee Valley Road (Second Location)	State Secondary (S-172)
Little River Lane	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Counties effected: 1

- Oconee

D4398 BOB EDWARDS DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	2
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	9

- Roads inundated or overtopped

ROAD NAME	TYPE
White Cut Road	State Secondary (S-174)
Brewer Road	Local

Counties effected: 1

- Oconee

D4582 EAST VILLAGE CR FARM POND

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	6
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	7

- No roads impacted

Counties effected: 1

- Oconee

D4587 JOCASSEE RIDGE REFLECTIONS DAM

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	76
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	77

- Roads inundated or overtopped

ROAD NAME	TYPE
Shack Hollow Road	Local
Jocassee Lake Road	State Secondary (S-25N)

Counties effected: 2

- Oconee
- Pickens

D1969 LAKE DIANA DAM

Located in Pickens County

Upstream Area:

Structures	Number
Residences	2
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	2

- No roads overtopped

Downstream Area:

Structures	Number
Residences	20
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	2
Utility and Misc.	0
TOTAL	22

- Roads inundated or overtopped

ROAD NAME	TYPE
Nona Lem Trail	Local
Crowe Creek Road	State Highway (SC 133N)
Cedar Creek Road	Local

Counties effected: 2

- Pickens

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Oconee

D1930 B. FRANK FINLEY DAM

Located in Pickens County

Upstream Area:

Structures	Number
Residences	2
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	2

- Roads inundated or overtopped

ROAD NAME	TYPE
Louise Lake Road (is dam)	Local

Downstream Area:

Structures	Number
Residences	9
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	9

- Roads inundated or overtopped

ROAD NAME	TYPE
Lida Falls Rd	Local
Franklin Finley Rd	Local

Counties effected: 3

- Pickens
- Anderson
- Greenville

D1931 B.F. FINLEY DAM 1

Located in Pickens County

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- Roads inundated or overtopped

ROAD NAME	TYPE
Lida Falls Road (is dam)	Local

Downstream Area:

Structures	Number
Residences	7
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	7

- Roads inundated or overtopped

ROAD NAME	TYPE
Franklin Finley Rd	Local
Jim Hunt Rd	Local

Counties effected: 3

- Pickens
- Anderson
- Greenville

D1932 B.F. FINLEY DAM 2

Located in Pickens County

Upstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- No roads overtopped

Downstream Area:

Structures	Number
Residences	14
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	14

- Roads inundated or overtopped

ROAD NAME	TYPE
Franklin Finley Rd	Local
Jim Hunt Rd	Local

Counties effected: 3

- Pickens
- Anderson

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Greenville

D1934 LOYD POND DAM

Located in Pickens County

Upstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- No roads overtopped

Downstream Area:

Structures	Number
Residences	30
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	30

- Roads inundated or overtopped

ROAD NAME	TYPE
Pace Valley Rd	Local
Campbell Ave	Local
Prince Perry Rd	State Secondary (S-135)
Rocky Ln	Local
Long Creek Dr	Local
Heritage Rd	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Old Forest Rd	Local
Kay Dr	Local

Counties effected: 3

- Pickens
- Anderson
- Greenville

D1935 MALLARD COVE (FOREST DR)

Located in Pickens County

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- Roads inundated or overtopped

ROAD NAME	TYPE
Dogwood Lane *is dam	Local

Downstream Area:

Structures	Number
Residences	39
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	1
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	42

- Roads inundated or overtopped

ROAD NAME	TYPE
McAlister Rd	State Secondary (S-136)
Briarwood Dr	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	EASLEY/MIDDLE BRANCH WWTP	SC0039853-001	Municipal	Anderson	Sewerage Systems

Counties effected: 2

- Pickens
- Anderson

D1942 MERRITTS POND

Located in Pickens County

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	1
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	1

- Roads inundated or overtopped

ROAD NAME	TYPE
Johnson Rd	State Secondary (S-52)
N Watson Rd	State Secondary (S-60)
Zion Church Rd	State Secondary (S-42)
Ridge Rd	Local

Counties effected: 2

- Pickens
- Anderson

D4396 STANLEY MCJUNKIN DAM

Located in Pickens County

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	52
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	1
Commercial	0
Government	0
Industrial	0
Unclassified	3
Utility and Misc.	0
TOTAL	56

- Roads inundated or overtopped

ROAD NAME	TYPE
Farrs Bridge Road	State Highway (SC 183 N)
Saluda View Drive	Local

- Water Infrastructure

FEATU RE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPI	EASLEY COMB	SCG641007-001	Municipal	Pickens	Water Supply

ANNEX D: HIGH HAZARD POTENTIAL DAMS

PE	UTIL/DON L MOORE				
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- Electricity Generation/Distribution

Plant Name	Utility Name	Utility ID	City	County	State	Zip	Street Address	Prime Source
Saluda Dam	Northbrook Carolina Hydro LLC	13763	Greenville	Greenville	SC	29611	391 OBA Road	hydroelectric

Counties effected: 3

- Pickens
- Anderson
- Greenville

D4469 SALUDA LAKE DAM

Located in Greenville County

Upstream Area:

Structures	Number
Residences	12
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	2
Utility and Misc.	0
TOTAL	14

- No roads overtopped

Downstream Area:

Structures	Number
Residences	202
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	4
Government	7
Industrial	0
Unclassified	1
Utility and Misc.	0
TOTAL	214

- Roads inundated or overtopped

ROAD NAME	TYPE
Shop Ct	Local
Covenant Dr	Local
Riverview Dr	Local
Knollview Dr	Local
Riverview Cir	Local
Anthony Dr	Local
Shady Acres Cir	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

Ron Ln	Local
Old Easley Bridge Rd	State Secondary (S-85)
Jean Dr	Local
Avice Dale Dr	Local
Lakeview Dr	Local
Pickens Dr	Local
Grouse Ct	Local
Quailhaven Dr	Local
Birch River Rd	Local
Old Dunham Bridge Rd	State Secondary (S-327)
River Rd	Local
River Road Circle	Local
Riverside Dr	Local
Acadia Ave	Local

- Water Infrastructure

FEATURE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPIPE	REWA/GEORGE S CREEK	SC0047309-001	Municipal	Greenville	Sewerage Systems

- Electricity Generation/Distribution

Plant Name	Utility Name	Utility ID	City	County	State	Zip	Street Address	Prime Source
Saluda Dam	Northbrook Carolina Hydro LLC	13763	Greenville	Greenville	SC	29611	391 OBA Road	hydroelectric

Counties effected: 3

- Pickens
- Anderson
- Greenville

D4470 HOLLIDAYS BRIDGE DAM

Located in Greenville County

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	9
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	5
Commercial	0
Government	0
Industrial	0
Unclassified	1
Utility and Misc.	1
TOTAL	16

- Roads inundated or overtopped

ROAD NAME	TYPE
Holliday Dam Rd	State Secondary (S-51)
Mountain Creek Rd	Local
Ballard Rd	Local
Unnamed road from Erwin Mill Rd	Local

ANNEX D: HIGH HAZARD POTENTIAL DAMS

- Electricity Generation/Distribution

Plant Name	Utility Name	Utility ID	City	County	State	Zip	Street Address	Prime Source
Holidays Bridge Hydro	Northbrook Carolina Hydro LLC	13763	Honea Path	Anderson	SC	29654	1000 Holliday Dam Road	hydroelectric

Counties effected: 4

- Pickens
- Anderson
- Abbeville
- Laurens

D5010 DAM ON CHRISTINE DRIVE

Located in Pickens County

Upstream Area:

Structures	Number
Residences	0
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	0
Commercial	0
Government	0
Industrial	0
Unclassified	0
Utility and Misc.	0
TOTAL	0

- No roads overtopped

Downstream Area:

Structures	Number
Residences	308
Hospitals	0
Schools and Day Cares	0
Assisted Living Facilities	0
Agriculture	3
Commercial	16
Government	2
Industrial	0
Unclassified	9
Utility and Misc.	0
TOTAL	338

- No roads overtopped or inundated
- Water Infrastructure

FEATU RE	NAME	NPDES Pipe	FACILITY TYPE	COUNTY NAME	SITE DESCRIPTION
ENDPI PE	PENDLETON-CLEMSON REG. WWTF	SC0035700-001	Municipal	Anderson	Sewerage Systems
ENDPI PE	MILLIKEN & CO/PENDLETON	SCG250280-A10	Industrial	Anderson	Finishers of Broadwoven Fabrics of Manmade

ANNEX D: HIGH HAZARD POTENTIAL DAMS

	FINISHING PLANT				Fiber and Silk
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Counties effected: 2

- Pickens
- Anderson

For a listing of all dams in Anderson and Oconee county: <https://www.emd.andersonsheriff.org/damsannex>

Multi-Jurisdictional Hazard Mitigation Plan Anderson & Oconee County

March 2023



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SECTION 1

INTRODUCTION

This section provides a general introduction to the Anderson & Oconee County Multi-Jurisdictional Hazard Mitigation Plan. It consists of the following five subsections:

- ❖ 1.1 Background
- ❖ 1.2 Purpose
- ❖ 1.3 Scope
- ❖ 1.4 Authority
- ❖ Summary of Plan Contents

1.1 BACKGROUND

Natural and man-made hazards, such as floods, hurricanes, and fires, are a part of the world around us. In some cases, their occurrence is natural and inevitable, and there is little we can do to control their force and intensity. In others, we have more power to control the intensity and probability but can never truly eliminate the threat entirely. In either case, we must consider these hazards to be legitimate and significant threats to human life, safety, and property.

Anderson County and Oconee County are located in the northwestern part of South Carolina. This area is vulnerable to a wide range of natural hazards such as hurricanes, floods, severe thunderstorms, winter storms, and tornados. It is also vulnerable to man-made hazards, including hazardous materials incidents and transportation incidents. These hazards threaten the life and safety of residents and have the potential to damage or destroy both public and private property, disrupt the local economy, and impact the overall quality of life of individuals who live, work, and vacation within the counties.

While the threat from hazardous events may never be fully eliminated, there is much we can do to lessen potential impacts upon our community and our citizens. By minimizing the impact of hazards upon our built environment, we can prevent such events from resulting in disasters. The concept and practice of reducing risks to people and property from known hazards is generally referred to as *hazard mitigation*.



FEMA Definition of Hazard Mitigation:

“Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.”

Hazard mitigation techniques include both structural measures (such as strengthening or protecting buildings and infrastructure from the destructive forces of potential hazards) and non-structural measures (such as the adoption of sound land use policies and the creation of public awareness programs). It is widely accepted that the most effective mitigation measures are implemented at the local government level, where decisions on the regulation and control of development are ultimately

made. A comprehensive mitigation approach addresses hazard vulnerabilities that exist today and in the foreseeable future. Therefore, it is essential that projected patterns of future development are evaluated and considered in terms of how that growth will increase or decrease a community's overall hazard vulnerability.

A key component in the formulation of a comprehensive approach to hazard mitigation is to develop, adopt, and update a local hazard mitigation plan as needed. A hazard mitigation plan establishes the broad community vision and guiding principles for reducing hazard risk and, furthermore, proposes specific mitigation actions to eliminate or reduce identified vulnerabilities.

Both counties and their respective municipalities participating in the Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan have an existing hazard mitigation plan that has evolved over the years, as described in Section 2, **Planning Process**. This update of the Plan draws from the previous plan to document the efforts of each jurisdiction to incorporate hazard mitigation principles and practices into routine government activities and functions. At its core, this Plan recommends specific actions to minimize hazard vulnerability and protect residents from losses to those hazards that pose the greatest risk. These mitigation actions go beyond simply recommending structural solutions to reduce existing vulnerability, such as elevation, retrofitting, and acquisition projects. Local policies on community growth and development, incentives for natural resource protection, and public awareness and outreach activities are examples of other actions considered to reduce each County's vulnerability to identified hazards. This Plan remains a living document with implementation and evaluation procedures established to help achieve meaningful objectives and successful outcomes over time.

1.1.1 The Disaster Mitigation Act and the Flood Insurance Reform Acts

In an effort to reduce the Nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) in order to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Section 322 of DMA 2000 emphasizes the need for state, local, and Tribal government entities to closely coordinate on mitigation planning activities and makes the development of a Hazard Mitigation Plan a specific eligibility requirement for any local or Tribal government applying for federal mitigation grant funds. In short, if a jurisdiction is not covered by an approved mitigation plan, it will not be eligible for mitigation grant funds. These funds include the Hazard Mitigation Grant Program (HMGP) and the Building Resilient Infrastructure and Communities (BRIC) program, both of which are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security. Communities with an adopted and federally approved hazard mitigation plan thereby become pre-positioned and more apt to receive available mitigation funds before and after the next disaster strikes.

Additionally, the Flood Insurance Reform Act of 2004 (P.L. 108-264) created two new grant programs, Severe Repetitive Loss (SRL) and Repetitive Flood Claim (RFC) and modified the existing Flood Mitigation Assistance (FMA) program. One of the requirements of this Act is that a FEMA-approved Hazard Mitigation Plan is now required if communities wish to be eligible for these FEMA mitigation programs. However, as of early 2014, these programs have been folded into a single Flood Mitigation Assistance (FMA) program.

This change was brought on by new, major federal flood insurance legislation that was passed in 2012 under the Biggert-Waters Flood Insurance Reform Act (P.L. 112-141) and the subsequent Homeowner

Flood Insurance Affordability Act in 2014 that revised Biggert-Waters. These acts made several changes to the way the National Flood Insurance Program is to operate, including raises in rates to reflect true flood risk and changes in how Flood Insurance Rate Map (FIRM) updates impact policyholders. These acts further emphasize Congress’ focus on mitigating vulnerable structures.

The Multi-Jurisdictional Hazard Mitigation Plan has been prepared in coordination with FEMA Region IV and the South Carolina Emergency Management Division (SCEMD) to ensure that the Plan meets all applicable FEMA and state requirements for hazard mitigation plans. A *Local Mitigation Plan Review Tool*, found in Appendix C, provides a summary of federal and state minimum standards and notes the location where each requirement is met within the Plan.

1.2 PURPOSE

The purpose of the Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan is to:

- ❖ Reduce risk to people, property, and the critical infrastructure
- ❖ Increase public awareness and education about the Plan and the planning process
- ❖ Maintain grant eligibility for participating jurisdictions
- ❖ Maintain compliance with state and federal legislative requirements for local hazard mitigation plans

1.3 SCOPE

The focus of the Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan is on hazards determined to be “high” or “moderate” risks to the respective Counties, as determined through a detailed hazard risk assessment. Other hazards that pose a “low” or “negligible” risk will continue to be evaluated during future updates to the Plan, but they may not be fully addressed until they are determined to be of high or moderate risk. This enables the participating jurisdictions to prioritize mitigation actions based on those hazards which are understood to present the greatest risk to lives and property.

The geographic scope (i.e., the study area) for the Plan includes all of Anderson County, Oconee County, and includes its incorporated jurisdictions and unincorporated areas. **Table 1.1** indicates the participating jurisdictions.

TABLE 1.1: PARTICIPATING JURISDICTIONS IN THE HAZARD MITIGATION PLAN

Anderson County				
Anderson	Belton	Honea Path	Iva	Pelzer
Pendleton	Starr	West Pelzer	Williamston	
Oconee County				
Salem	Seneca	Wahalla	West Union	Westminster

1.4 AUTHORITY

The Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan has been developed in accordance with current state and federal rules and regulations governing local hazard mitigation plans and has been adopted by each participating jurisdiction in accordance with standard local procedures. Copies of the adoption resolutions for each participating jurisdiction are provided in Appendix A. The Plan shall be routinely monitored and revised to maintain compliance with the following provisions, rules, and legislation:

- ❖ Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (P.L. 106-390)
- ❖ FEMA's Final Rule published in the Federal Register, at 44 CFR Part 201 (201.6 for local mitigation planning requirements and 201.7 for Tribal planning requirements)
- ❖ Flood Insurance Reform Act of 2004 (P.L. 108-264), Biggert-Waters Flood Insurance Reform Act of 2012 (P.L. 112-141), and the Homeowner Flood Insurance Affordability Act
- ❖ National Dam Safety Program Act of 2020, (P.L. 116-260) and the National Program for Inspection of Non-Federal Dams of 1972 (P.L. 92-367)

1.5 SUMMARY OF PLAN CONTENTS

The contents of this Plan are designed and organized to be as reader-friendly and functional as possible. While significant background information is included on the processes used and studies completed (i.e., risk assessment, capability assessment), this information is separated from the more meaningful planning outcomes or actions (i.e., mitigation strategy, mitigation action plan).

Section 2, **Planning Process**, provides a complete narrative description of the process used to prepare the Plan. This includes the identification of participants on the planning team and describes how the public and other stakeholders were involved. It also includes a detailed summary for each of the key meetings held, along with any associated outcomes.

The **Community Profile**, located in Section 3, provides a general overview of each County, including prevalent geographic, demographic, and economic characteristics. In addition, building characteristics and land use patterns are discussed. This baseline information provides a snapshot of the planning area and helps local officials recognize those social, environmental, and economic factors that ultimately play a role in determining the county's vulnerability to hazards.

The Risk Assessment is presented in three sections: Section 4, **Hazard Identification**; Section 5, **Hazard Profiles**; and Section 6, **Vulnerability Assessment**. Together, these sections serve to identify, analyze, and assess hazards that pose a threat to Anderson and Oconee County. The Risk Assessment also attempts to define any hazard risks that may uniquely or exclusively affect specific areas of the Counties.

The Risk Assessment begins by identifying hazards that threaten Anderson and Oconee Counties. Next, detailed profiles are established for each hazard which build on available historical data from past hazard occurrences, spatial extent, and probability of future occurrences. This section culminates in a hazard risk ranking based on conclusions regarding the frequency of occurrence, spatial extent, and potential impact highlighted in each of the hazard profiles. In the vulnerability assessment, SC SHELDTUS loss estimation information is used in conjunction with GIS analysis to evaluate known hazard risks by

SECTION 1: INTRODUCTION

their relative long-term cost for expected damages. In essence, the information generated through the risk assessment serves a critical function as the participating jurisdictions in Anderson and Oconee County seek to determine the most appropriate mitigation actions to pursue and implement—enabling them to prioritize and focus their efforts on hazards of greatest concern and structures or planning areas facing the greatest risk(s).

The **Capability Assessment**, found in Section 7, provides a comprehensive examination of each County’s capacity to implement meaningful mitigation strategies and identifies opportunities to increase and enhance that capacity. Specific capabilities addressed in this section include planning and regulatory capability, staff and organizational (administrative) capability, technical capability, fiscal capability, and political capability. Information was obtained through the use of a detailed survey questionnaire and an inventory and analysis of existing plans, ordinances, and relevant documents. The purpose of this assessment is to identify any existing gaps, weaknesses, or conflicts in programs or activities that may hinder mitigation efforts and to identify activities that should be built upon in order to establish a successful and sustainable local hazard mitigation program.

The Risk Assessment and Capability Assessment collectively serve as a basis for determining the goals for the Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan, each contributing to the development, adoption, and implementation of a meaningful and manageable Mitigation Strategy that is based on accurate background information.

The **Mitigation Strategy**, found in Section 8, consists of broad goals as well as an analysis of hazard mitigation techniques for the jurisdictions participating in the Plan to consider in order to reduce hazard vulnerabilities. The strategy provides the foundation for a detailed **Mitigation Action Plan**, found in Section 9, which links specific mitigation actions for each jurisdiction to locally assigned implementation mechanisms and target completion dates. Together, these sections are designed to make the Plan both strategic, through the identification of long-term goals, and functional, through the identification of immediate and short-term actions that will guide day-to-day decision-making and project implementation.

In addition to the identification and prioritization of possible mitigation projects, emphasis is placed on the use of program and policy alternatives to help make each County less vulnerable to the damaging forces of hazards while improving the economic, social, and environmental health of the community. The concept of multi-objective planning was emphasized throughout the planning process, particularly in identifying ways to link, where possible, hazard mitigation policies and programs with complimentary community goals related to disaster recovery, housing, economic development, recreational opportunities, transportation improvements, environmental quality, land development, and public health and safety.

Plan Maintenance, found in Section 10, includes the procedures that the jurisdictions participating in the Plan will take to ensure the Plan’s continuous long-term implementation. The procedures also include the manner in which the Plan will be regularly evaluated and updated to remain a current and meaningful planning document.

SECTION 2

PLANNING PROCESS

This section describes the planning process undertaken to develop the Anderson & Oconee County Multi-Jurisdictional Hazard Mitigation Plan. It consists of the following eight subsections:

- ❖ 2.1 Overview of Hazard Mitigation Planning
- ❖ 2.2 History of Hazard Mitigation Planning in Anderson & Oconee County
- ❖ 2.3 Preparing the 2023 Plan
- ❖ 2.4 The Hazard Mitigation Planning Team
- ❖ 2.5 Meetings and Workshops
- ❖ 2.6 Involving the Public
- ❖ 2.7 Involving the Stakeholders
- ❖ 2.8 Documentation of Plan Progress

44 CFR Requirement

44 CFR Part 201.6(c)(1): The plan shall include documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process and how the public was involved.

2.1 OVERVIEW OF HAZARD MITIGATION PLANNING

Local hazard mitigation planning is the process of organizing community resources, identifying and assessing hazard risks, and determining how to best minimize or manage those risks. This process culminates in a hazard mitigation plan that identifies specific mitigation actions, each designed to achieve both short-term planning objectives and a long-term community vision.

To ensure the functionality of a hazard mitigation plan, responsibility is assigned for each proposed mitigation action to a specific individual, department, or agency along with a schedule or target completion date for its implementation (see Section 10: *Plan Maintenance*). Plan maintenance procedures are established for the routine monitoring of implementation progress as well as the evaluation and enhancement of the mitigation plan itself. These plan maintenance procedures ensure that the Plan remains a current, dynamic, and effective planning document over time that becomes integrated into the routine local decision-making process.

Communities that participate in hazard mitigation planning have the potential to experience many benefits, including:

- ❖ Saving lives and property
- ❖ Saving money
- ❖ Speeding up the recovery process following disasters
- ❖ Reducing future vulnerability through wise development and post-disaster recovery and reconstruction

- ❖ Expediting the receipt of pre-disaster and post-disaster grant funding
- ❖ Demonstrating a firm commitment to improving community health and safety

Typically, communities that participate in mitigation planning are described as having the potential to produce long-term and recurring benefits by breaking the repetitive cycle of disaster loss. A core assumption of hazard mitigation is that the investments made before a hazard event will significantly reduce the demand for post-disaster assistance by lessening the need for emergency response, repair, recovery, and reconstruction. Furthermore, mitigation practices will enable local residents, businesses, and industries to re-establish themselves in the wake of a disaster, getting the community economy back on track sooner and with less interruption.

The benefits of mitigation planning go beyond solely reducing hazard vulnerability. Mitigation measures such as the acquisition or regulation of land in known hazard areas can help achieve multiple community goals, such as preserving open space, maintaining environmental health, and enhancing recreational opportunities. Thus, it is vitally important that any local mitigation planning process be integrated with other concurrent local planning efforts, and any proposed mitigation strategies must consider other existing community goals or initiatives that will either help complement or hinder their future implementation.

2.2 HISTORY OF HAZARD MITIGATION PLANNING IN ANDERSON AND OCONEE COUNTIES

Each of the 14 participating jurisdictions listed below has a previously adopted hazard mitigation plan. The Federal Emergency Management Agency (FEMA) approval dates for each of these plans are listed below:

- ❖ *Anderson and Oconee County Hazard Mitigation Plan (2017)*
 - ❖ City of Anderson
 - ❖ City of Belton
 - ❖ Town of Honea Path
 - ❖ Town of Iva
 - ❖ Town of Pelzer
 - ❖ Town of Pendleton
 - ❖ Town of Salem
 - ❖ Town of Seneca
 - ❖ Town of Starr
 - ❖ City of Wahalla
 - ❖ Town of Westminster
 - ❖ Town of West Union
 - ❖ Town of Williamston
 - ❖ Unincorporated Anderson County
 - ❖ Unincorporated Oconee County

The existing county-level plan was developed using the multi-jurisdictional planning process recommended by FEMA. For this plan update the same process was utilized, and all of the jurisdictions that participated in the previous planning effort have participated in the development of this plan update.

2.3 PREPARING THE 2023 PLAN

Hazard mitigation plans are required to be updated every five years to remain eligible for federal mitigation funding. To simplify planning efforts, the jurisdictions in Anderson and Oconee Counties decided to join together to create the *Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan*. This allows resources to be shared amongst the participating jurisdictions and eases the administrative duties of all of the participants.

To prepare the Plan, a team was facilitated under the leadership of James McAdams, Emergency Planner.

The FEMA recommended mitigation planning process (Publication Series 386 and Local Mitigation Plan Review Guide) was followed and further recommendations were provided by South Carolina Emergency Management Division (SCEMD) mitigation planning staff.¹ The Local Mitigation Plan Review Tool, found in Appendix C, provides a detailed summary of FEMA's current minimum standards of acceptability for compliance with DMA 2000 and notes the location where each requirement is met within this Plan. These standards are based upon FEMA's Final Rule as published in the Federal Register in Part 201 of the Code of Federal Regulations (CFR). The Planning Team (described in Section 2.4) used FEMA's Local Mitigation Plan Review Guide (April 2023) for reference as they completed the Plan.

Additionally, the Planning Team determined that it was important to include and analyze some man-made hazards in the Plan to provide a more comprehensive approach to hazard management within the county. Although this is not a requirement as per regulations regarding hazard mitigation planning at the state or federal level, it is a noteworthy step in the direction of an all-hazards approach to risk analysis and management.

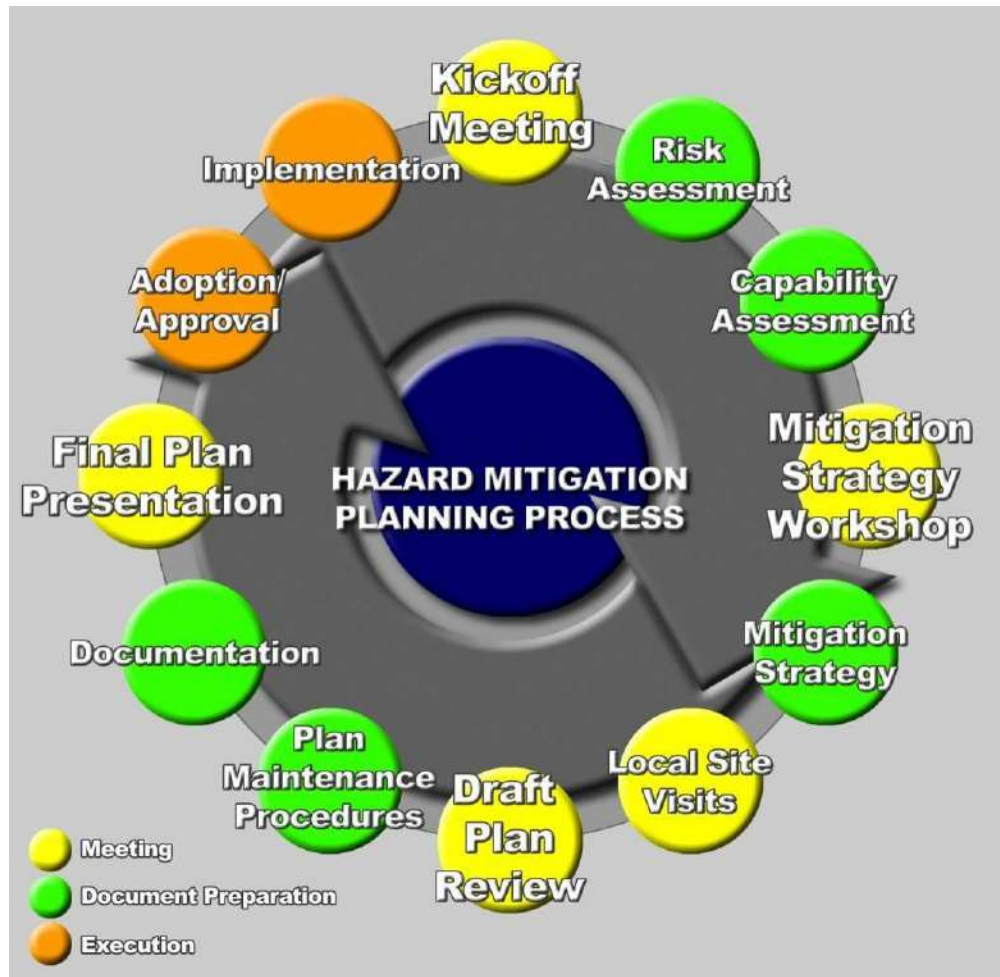
Key elements from the previously approved plan are referenced throughout the document (e.g., existing actions) and also required a discussion of changes made. For example, all of the risk assessment elements needed to be updated to include the most recent information. It was also necessary to review the goals for the county. The Capability Assessment section includes updated information for all of the participating jurisdictions and the Mitigation Action Plan provides implementation status updates for all of the actions identified in the previous plans.

The process used to prepare this Plan included twelve major steps that were completed over the course of approximately 6 months beginning in November 2022. Each of these planning steps (illustrated in **Figure**

2.1) resulted in critical work products and outcomes that collectively make up the Plan. Specific plan sections are further described in Section 1: *Introduction*.

Over the past five years, each participating jurisdiction has been actively working to implement the existing plans. This is documented in the Mitigation Action Plan through the implementation status updates for each of the Mitigation Actions. The Capability Assessment also documents changes and improvements in the capabilities of each participating jurisdiction to implement the Mitigation Strategy.

FIGURE 2.1: MITIGATION PLANNING PROCESS FOR ANDERSON & OCONEE COUNTY



As is further detailed below, the planning process was conducted through Hazard Mitigation Planning meetings comprised primarily of local government staff from each of the participating jurisdictions and advisory stakeholders.

2.4 THE HAZARD MITIGATION PLANNING TEAM

In order to guide the development of this Plan, Anderson County, Oconee County, and their respective jurisdictions created the Hazard Mitigation Planning Team (also known as the Planning Team). The Hazard Mitigation Planning Team represents a community-based planning team made up of

representatives from various county and municipal departments and other key stakeholders identified to serve as critical partners in the planning process.

In February 2022, the Steering Committee, involving Emergency Management representatives from Anderson and Oconee County met to begin discussing the plan update process and stakeholders that needed to be involved. The members of this committee were: Josh Hawkins, *Anderson County Emergency Management Director*, Scott Krien, *Oconee County Emergency Services Director*, and James McAdams, *Anderson County Emergency Planner*. In April 2022, the Hazard Mitigation Planning Team members engaged in regular discussions as well as held local meetings and planning workshops to discuss and complete tasks associated with preparing the Plan. This working group coordinated on all aspects of plan preparation and provided valuable input to the process. In addition to regular meetings, team members routinely communicated and were kept informed through an e-mail distribution list.

Specifically, the tasks assigned to the Hazard Mitigation Planning Team members included:

- ❖ Participate in Hazard Mitigation Planning Team meetings and workshops
- ❖ Provide best available data as required for the Risk Assessment portion of the Plan
- ❖ Help review the local Capability Assessment information and provide copies of any mitigation or hazard-related documents for review and incorporation into the Plan
- ❖ Support the development of the Mitigation Strategy, including the design and adoption of countywide goal statements
- ❖ Help design and propose appropriate mitigation actions for their department/agency for incorporation into the Mitigation Action Plan
- ❖ Review and provide timely comments on all study findings and draft plan deliverables
- ❖ Support the adoption of the 2023 *Anderson and Oconee County Hazard Mitigation Plan*

Table 2.1 lists the members of the Hazard Mitigation Planning Team who were responsible for participating in the development of the Plan. Team members are listed in alphabetical order by last name.

TABLE 2.1: MEMBERS OF THE HAZARD MITIGATION PLANNING TEAM

NAME	POSITION	DEPARTMENT/AGENCY
Chad McBride	Sheriff	Anderson County Sheriff’s Office
Josh Hawkins	Emergency Management Director	Anderson County Sheriff’s Office
Scott Krien	Emergency Services Director	Oconee County
Andrew Strickland	Assistant City Manager	City of Anderson
Alan Sims	City Manager	City of Belton
Leslie Walker	Town Clerk	Town of Honea Path
Timothy Taylor	Town Clerk	Town of Iva
Cheryl Boudreau	Municipal Clerk	Town of Pelzer

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Frank Crenshaw	Mayor	Town of Pendleton
Ed Sokol	Mayor	Town of Starr

NAME	POSITION	DEPARTMENT/AGENCY
Blake Sanders	Mayor	Town of West Pelzer
Rockey Burgess	Mayor	Town of Williamston
Lynn Towe	Mayor	Town of Salem
Scott Moulder	City Administrator	City of Seneca
Brandon Burton	City Administrator	City of Wahalla
Linda Oliver	Mayor	Town of West Union
Kevin Bronson	City Administrator	City of Westminster

As drafts of the Updated Plan were prepared, the Anderson and Oconee County (HMPC) used email and website to distribute them to Stakeholders, and requested that they provide comments. The Stakeholders were requested to provide feedback through email, telephone or contact POC, James McAdams or a member of the (HMPC). In addition, drafts were e-mailed to neighboring counties for their review and feedback.

County, city, and town participation must be defined in order to create a standard for participation in the Natural Hazard Mitigation Plan. This criterion was established so that county and municipal representative's participation was sufficient to add to and comment on the plan.

In order for counties and municipalities to approve the plan and be an official participant of this planning process, they must satisfy one of the following considerations:

- ◆ The county EMD Director shall be a member of the Natural Hazard Plan Steering Committee and provide input and comments on the plan and the planning process.
- ◆ The mayor, administrator, or manager shall attend a county or public meeting concerning the Natural Hazard Mitigation Plan and provide input or comments.
- ◆ The mayor, administrator, or manager shall appoint a city or town employee to attend a county or public meeting concerning the Natural Hazard Mitigation Plan and provide input or comments
- ◆ A HMPC member shall personally discuss and receive on input or comments on the Natural Hazard Mitigation Plan with a mayor, administrator, manager, or appointed municipal representative.
- ◆ A mayor, administrator, or manager, shall send input or comments.

Municipalities were contacted through emails and phone calls explaining the purpose of the Natural Hazards Mitigation Plan and what was covered at the meetings. Officials were informed through these

emails and phone calls that the Anderson and Oconee County HMPC needed their input and comments for the plan. Each municipality satisfied as least one of the above criteria as they did in the previous plan to be considered an official participant.

2.5 MEETINGS AND WORKSHOPS

The preparation of this Plan required a series of meetings and workshops for facilitating discussion, gaining consensus, and initiating data collection efforts with the planning team, local government staff, community officials, and other identified stakeholders. More importantly, the meetings and workshops prompted continuous input and feedback from relevant participants throughout the drafting stages of the Plan. In many cases, routine discussions and additional meetings were held by local staff to accomplish planning tasks specific to their department or agency, such as the approval of specific mitigation actions for their department or agency to undertake and include in the Mitigation Action Plan.

Table 2.2 - Meetings & Presentations Concerning the Hazard Mitigation Plan		
Date:	Activity:	Type:
October 4, 2022	Director Hawkins alerted the Anderson County Local Emergency Planning Committee that the 2023 plan updates would be open for public comment in the upcoming months.	Public
December 6, 2022	James McAdams, ACSO-EMD Planner presented an update on the Hazard Mitigation Plan at the Anderson County Local Emergency Planning Committee Meeting; plan review will start after kick off meeting.	Public
January 19, 2023	Kickoff meeting conducted at Anderson Emergency Operations Center and Virtual	Stakeholders SCEMD Anderson and Oconee County Leadership
January 27, 2023	Municipal leaders and stakeholders were invited to the Anderson County Emergency Operations Center to review and discuss the 2023 plan update.	Stakeholders
January 22, 2023	Website and info update to give public the ability to view meeting dates, log on to website to attend meetings and important info on the Mitigation Plan.	Stakeholders/ Public
February 1, 2023	First public information meeting Anderson: Agenda Mitigation Plan Update/Review Scope of the Plan Municipal background Description of Planning process Questions/Comments/Next Meeting	Stakeholders/ Public

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Date:	Activity:	Type:
February 8, 2023	Second public information meeting Anderson: Agenda Mitigation Plan Update Hazard Identification Overview types of hazards and locations Questions/Comments/Next Meeting	Stakeholders/ Public
February 9, 2023	Meeting with Alicia Hunter, Anderson County Director Development Standards/Land Use and Barry Holcombe, Anderson County Director Building Standards/Permits; to discuss NFIP/flood information, building standards other county building ordinances information.	Stakeholder/ Subject Matter Expert
Wed February 15, 2023	Oconee County HMP Agenda Mitigation Plan Update Overview Mitigation Strategy Overview Mitigation Objectives and Strategies Overview Prioritize mitigation action and projects Questions/Comments/Next Meeting	Stakeholders/ Public
February 16, 2023	Third public information meeting Anderson Agenda Mitigation Plan Update/Review Scope of the Plan Municipal background Description of Planning process Questions/Comments/Next Meeting	Stakeholders/ Public
February 22, 2023	Fourth public information meeting Anderson Agenda Mitigation Plan Update Hazard Identification Overview types of hazards and locations Questions/Comments/Next Meeting	Stakeholders/ Public
Tuesday February 28, 2023	Oconee County HMP Agenda Mitigation Plan Update Hazard Identification Overview types of hazards and locations Questions/Comments/Next Meeting	Stakeholders/ Public
March 1, 2023	Fifth public information meeting Anderson Agenda Mitigation Plan Update Overview Mitigation Strategy Overview Mitigation Objectives and Strategies Overview Prioritize mitigation action and projects Questions/Comments/Next Meeting	Stakeholders/ Public

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Date:	Activity:	Type:
Thursday March 2, 2023	Oconee County HMP Agenda Mitigation Plan Update Individual Municipal Mitigation Strategy Questions/Comments/Next Meeting	Stakeholders/ Public
March 7, 2023	Anderson and Oconee County meeting via conference call to discuss any updates to the Mitigation Plan	Stakeholders
Tuesday March 7, 2023	Oconee County HMP Agenda Mitigation Plan Update Individual Municipal Mitigation Strategy Questions/Comments/Next Meeting	Stakeholders/ Public
March 8, 2023	Sixth public information meeting Anderson Agenda Mitigation Plan Update Individual Municipal Mitigation Strategy Questions/Comments/Next Meeting	Stakeholders/ Public
Thursday March 9, 2023	Oconee County HMP Agenda Mitigation Plan Update Plan monitoring and maintenance Schedule for Plan updating Questions/Comments/Next Meeting	Stakeholders/ Public
March 16, 2023	City of Anderson Municipal Stakeholders and County Emergency Management met at City Fire Station #3 to review and discuss and update municipal mitigation strategies for the 2023 plan update.	City of Anderson Stakeholder
March 20, 2023	Town of Honea Path Municipal Stakeholders and County Emergency Management met at Town of Honea Path Fire Station to review and discuss and update municipal mitigation strategies for the 2023 plan update.	Town of Honea Path Stakeholders
March 20, 2023	Town of Pendleton Municipal Stakeholders and County Emergency Management met at County Emergency Management Office to review and discuss and update municipal mitigation strategies for the 2023 plan update.	Town of Pendleton Stakeholders
March 22, 2023	Town of Pelzer West Pelzer Municipal Stakeholders and County Emergency Management met at County Emergency Management Office to review and discuss and update municipal mitigation strategies for the 2023 plan update.	Town of Pelzer West Pelzer Stakeholders
March 22, 2023	City of Belton Municipal Stakeholders and County Emergency Management met at City of Belton Fire Station to review and discuss and update municipal mitigation strategies for the 2023 plan update.	City of Belton Stakeholders
March 27, 2023	County of Anderson Municipal Stakeholders and County Emergency Management met at County Emergency Management Office to review and discuss and update municipal mitigation strategies for the 2023 plan update.	County of Anderson Stakeholders
April 5 th , 2023	Anderson & Oconee Dams Meeting with SC DHEC	County Stakeholders

2.6 INVOLVING THE PUBLIC

44 CFR Requirement

44 CFR Part 201.6(b)(1): The planning process shall include an opportunity for the public to comment on the plan during the drafting stage and prior to plan approval.

An important component of the mitigation planning process involved public participation. Individual citizen and community-based input provides the entire Planning Team with a greater understanding of local concerns and increases the likelihood of successfully implementing mitigation actions by developing community “buy-in” from those directly affected by the decisions of public officials. As citizens become more involved in decisions that affect their safety, they are more likely to gain a greater appreciation of the hazards present in their community and take the steps necessary to reduce their impact. Public awareness is a key component of any community’s overall mitigation strategy aimed at making a home, neighborhood, school, business, or entire city safer from the potential effects of hazards.

Public involvement in the development of the *Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan* was sought using two methods: (1) public survey instruments were made available in hard copy and online and (2) copies of the draft Plan were made available for public review on county and municipal websites and at government offices. The public was provided two opportunities to be involved in the development of the regional plan at two distinct periods during the planning process: (1) during the drafting stage of the Plan and (2) upon completion of a final draft Plan, but prior to official plan approval and adoption. A public participation survey (discussed in greater detail in Section 2.6.1) was made available during the planning process at various locations including on county and municipal websites.

Each of the participating jurisdictions will hold public meetings before the final plan is officially adopted by the local governing bodies. These meetings will occur at different times once FEMA has granted conditional approval of the Plan. Adoption resolutions will be included in Appendix A.

2.7 INVOLVING THE STAKEHOLDERS

44 CFR Requirement

44 CFR Part 201.6(b)(2): The planning process shall include an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other non-profit interests to be involved in the planning process.

At the beginning of the planning process for the development of this Plan, the project consultant worked with the County Emergency Management lead to initiate outreach to stakeholders to be involved in the planning process. The project consultant sent out a list of recommended stakeholders provided from FEMA Publication 386-1 titled **Getting Started: Building Support for Mitigation Planning**. The list of recommended stakeholders from FEMA is found in Appendix C of that publication (Worksheet #1: Build the Planning Team) and has been included in Appendix B of this plan to demonstrate the wide

range of stakeholders that were considered to participate in the development of this Plan. The County

Anderson & Oconee County Multi-Jurisdictional Hazard Mitigation Plan
March 2023

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Emergency Management Coordinator used that list for reference as they invited stakeholders to participate in the planning process.

In addition to the outreach efforts described above, the Hazard Mitigation Planning Team encouraged more open and widespread participation in the mitigation planning process by designing and distributing the *Public Participation Survey*. In addition to the public, this survey was provided for local officials, residents, businesses, academia, and other private interests in the county to be involved and offer input throughout the local mitigation planning process.

Moreover, the Hazard Mitigation Planning Team pushed to get input from stakeholders outside of the planning area including surrounding counties. Surrounding counties were contacted during the planning process. When the draft Plan was developed, the surrounding counties were asked to review the Plan and provide suggestions/comments to the consultant's project manager. These suggestions and comments were vetted through the Hazard Mitigation Planning Team before they were implemented to ensure that they met the needs of the communities for whom the Plan was developed. Surrounding counties that were contacted included: Laurens County, Cherokee County, Chester County, Union County, York County, and Lancaster County. The email documenting this contact can be found in Appendix D.

2.8 DOCUMENTATION OF PLAN PROGRESS

Progress in hazard mitigation planning for the participating jurisdictions in Anderson and Oconee County is documented in this plan update. Since hazard mitigation planning efforts officially began in the county with the development of the initial Hazard Mitigation Plans in the late 1990s and early 2000s, many mitigation actions have been completed and implemented in the participating jurisdictions. These actions have helped to reduce the overall risk to natural hazards for the people and property in Anderson & Oconee County. The actions that have been completed are documented in the *Mitigation Action Plan* found in Section 9.

In addition, community capability continues to improve with the implementation of new plans, policies, and programs that help to promote hazard mitigation at the local level. The current state of local capabilities for the participating jurisdictions is captured in Section 7: *Capability Assessment*. The participating jurisdictions continue to demonstrate their commitment to hazard mitigation and hazard mitigation planning and have proven this by developing the Hazard Mitigation Planning Team to update the Plan and by continuing to involve the public in the hazard mitigation planning process

SECTION 3

COMMUNITY PROFILE

This section of the Plan provides a general overview of Anderson County, Oconee County, and their participating municipalities. It consists of the following four subsections:

- ❖ 3.1 Geography and the Environment
- ❖ 3.2 Historical & Geographical Background of Anderson County Municipalities
- ❖ 3.3 Historical & Geographical Background of Oconee County Municipalities
- ❖ 3.4 Population and Demographics
- ❖ 3.5 Housing, Infrastructure, and Land Use
- ❖ 3.4 Employment and Industry

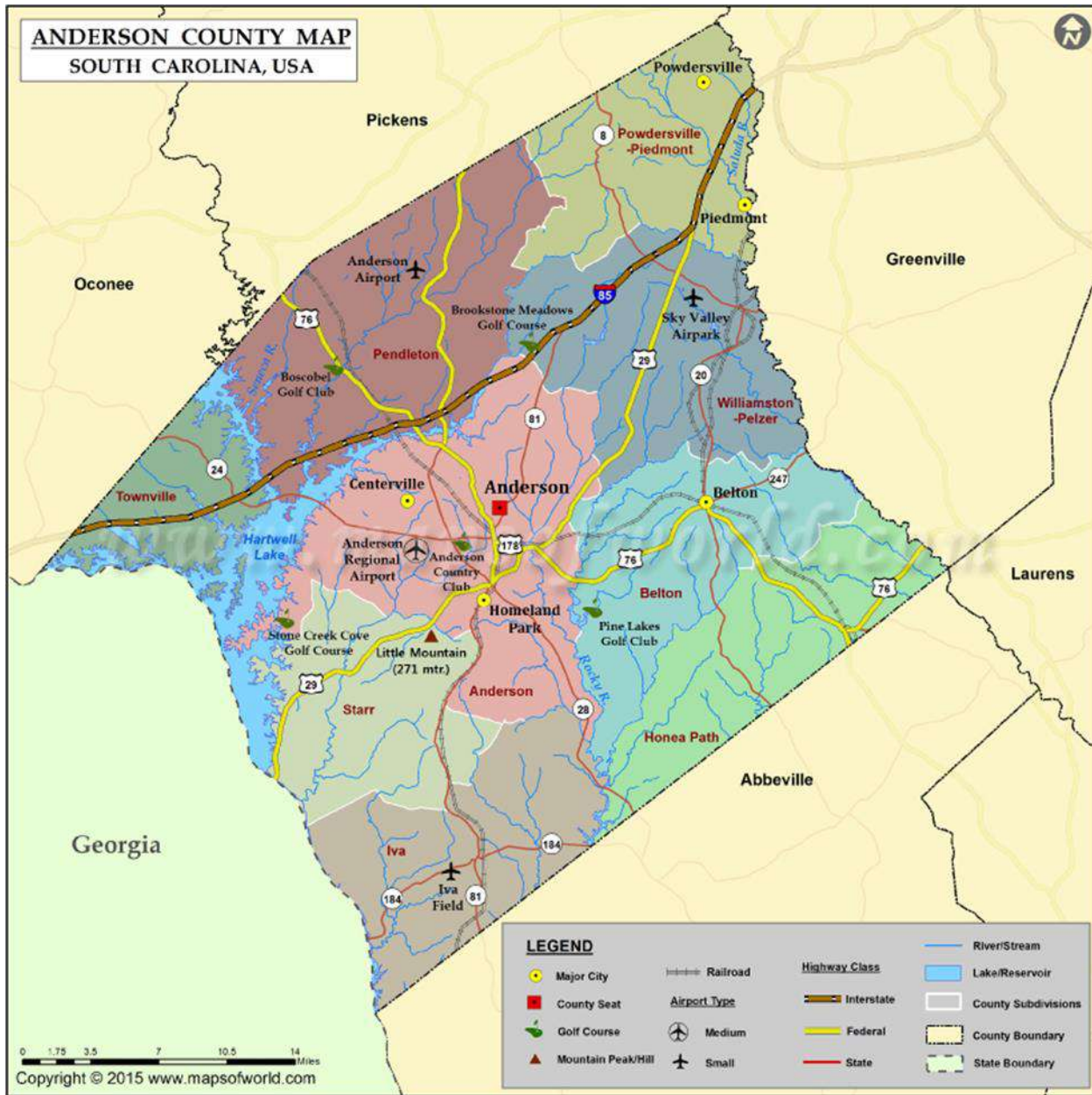
3.1 GEOGRAPHY AND THE ENVIRONMENT

Within Anderson and Oconee Counties there are 15 municipalities. The overall population of these two counties is 282,325 according to the 2020 US Census Bureau estimates. The region has both rural and urban settings with small towns and larger cities spread throughout the area. Anderson and Seneca, the largest cities have population figures of 29,284 and 8,424, respectively. Many of these small towns do not have full-time staff or employ a professional planner. They rely heavily on each County government and the Council of Governments to provide them with technical assistance for planning functions.

Anderson and Oconee County are in the northwest corner of South Carolina. Interstate 85 bisects the region, providing access to many markets in the southeastern United States. Interstate 85 also provides easy access to Charlotte and Atlanta. This is one of the fastest growing regions in the United States. This corridor is characterized by strong economic growth, job creation, and low unemployment. A high quality of life is reflected in lower cost of living standards, affordable home prices, and proximity to many of the recreational amenities people desire, including the mountains and the ocean.

The Appalachian and Blue Ridge Mountains border the region to the northwest and the Atlantic Ocean is approximately 200 miles to the east. The climate of this area is relatively mild, with an average temperature of 61.6 degrees Fahrenheit (Southeastern Regional Climate Center, 2022). This is slightly lower than other portions of the state such as the Columbia region, which has an average annual temperature of 63.1, and the Charleston region with an average annual temperature of 64.8 degrees. Precipitation is relatively constant throughout the year with an average of 4.3 inches of rain per month. The Columbia region averages 4 inches of rain per month while the Charleston region averages 4.2 inches per month. The growing season is from late March to early November and averages 225 days. The region is in an area that has a low natural disaster frequency, with an occasional, ice event, tornado or flood accounting for most events.

FIGURE 3.1: ANDERSON COUNTY ORIENTATION MAP



The geographic location of Anderson County helps to promote various outdoor recreational opportunities for hiking, biking, fishing, and water activities. Historical features also exist throughout the county including battlefields, historic homes, museums, and downtown areas. There are multiple higher education institutions within the county correlating a working partnership between public and private accredited colleges and universities with businesses and the community.

3.2 Historical & Geographical Background of Anderson County Municipalities

City of Anderson:

The City of Anderson is in the northwest corner of the state of South Carolina on the Piedmont Plateau. It is the county seat located in the geographical center of the county and principal city in Anderson County. The City is ideally located on the busy Interstate 85 corridor, to which much of its economic growth can be attributed. The City lies on the southern border of Interstate 85 and is approximately 127 miles north of Atlanta, Georgia and 132 miles south of Charlotte, North Carolina. The City encompasses approximately 14 square miles and is located in the geographical center of the county. The I-85 corridor from Atlanta to Charlotte is now known as one of the nation's hottest growth areas. Anderson County, South Carolina lies midway between Atlanta, Georgia and Charlotte, North Carolina. This stretch of highway is one of the heaviest traveled highways in the southeast. Business leaders and development officials in Anderson have taken advantage of this asset, and visible progress is the result. Anderson County was ranked 14th out of 50 as one of the "Hottest American cities for business location," (based on a survey of leading site consultants) according to the January 2001 issue of Expansion Management.

Anderson is a major contributor to the success of the upstate. Anderson offers all of the basics upon which to build a thriving economy, including affordable land, a good transportation system, infrastructure, and many recreational amenities. In June 2000, Anderson County was one of only ten communities to be designated an All-America City by the National Civic League. The Anderson community offers the feel of small-town living with the attractions and business opportunities of larger cities only a short drive away (City of Anderson, SC, 2022).

City of Belton:

Belton was chartered in 1855 soon after the Columbia and Greenville Railroad was built. It soon became a junction point of the C & G, the Piedmont and Northern and the Blue Ridge (Southern Railway). With 36 passenger trains serving the town. The city is still served today by two railroads: the Greenville & Western Railway and the Pickens Railway.

The city is at the junction of four highway arteries with connections to I-385 in Greenville County, I-26 in Laurens County and I-85 in Anderson and Greenville. Anderson is only 15 minutes away and its only 30 minutes to downtown Greenville. Far enough away for Belton to retain its small-town ambiance and friendliness, but close enough to the big cities for any cultural, educational, work or shopping experience anyone would wish.

With a population of 4,400 it is the second largest town in Anderson County. It is unique in having a thriving downtown business district, the historic Town Square, which is undergoing a \$1,000,000.00 revitalization. This has been a cooperative effort between the state, the county, the city and local

organizations. In fact, the local organizations have provided most of the work and much of the money. This is indicative of the involvement of the people in the community that makes Belton a great place to live.

There are many other successful businesses, as well as many historic sites in the city or area which is located on the S.C. National Heritage Corridor. Historic residential areas are within walking distance of the Town Square. One of these, Brown Ave., particularly reflects small town “Old South” charm and appearance. The symbol for Belton is the Standpipe. This is a 155’ tall, concrete reinforced water tank with a capacity of 165,000 gallons which was built in 1909. It towers over the city and has the appearance of a medieval castle tower. There are only three remaining in SC, and this is the tallest.

The city is home to two elementary and one middle school, with the high school being only 10 minutes away. Other cultural and educational facilities are the Belton Center for the Arts, the Belton Depot, Ruth Drake Museum and a new branch library.

Belton has the council form of government with six council members and a mayor. Under this form, the mayor and each council member have the same authority. A city administrator is employed to carry out the council’s policies, oversee day to day operations and supervise city employees. The mayor and the council members serve for four-year staggered terms. While council members must reside in the ward they represent, all voters vote for all council members and the mayor. This results in all areas of the town being equally represented, but also ensures that each member of the council is responsive to the needs of all citizens (City of Belton, 2022).

Town of Honea Path:

A water stop on the Greenville and Columbia Railroad in the 1850s developed into a town whose name origin is uncertain. Honea Path may be misnamed for William Honey, an early landowner and trader, or it may be double-named by Cherokee Indians, with “Honea” being an Indian name for “path” according to folklore. When the town was chartered in 1885, it was referred to as Honey Path in three different places, and early wills and deeds also bear the Honey Path name. However, in 1917 the town was incorporated under the name Honea Path and it has gone by that name ever since.

Located on the Anderson-Abbeville county line, Honea Path became a cotton mill town. Chiquola Manufacturing Company commenced operations in 1903 and has remained the economic mainstay. The mill’s early employees included future U.S. senator Olin D. Johnston, who went to work as a sweeper in the mill at age eleven. In 1934 Honea Path was the site of one of the most infamous events in American labor history. Chiquola mill hands joined the general strike that swept the upstate that summer, which badly divided the community. On the morning of September 6, later dubbed “Bloody Thursday,” strikers and their supporters gathered to prevent strikebreakers from entering the mill. Fighting broke out, and gunfire erupted. In less than five minutes, six strikers were dead and more than a dozen lay wounded. Under military guard, the Chiquola Mill reopened the

following Monday. On Memorial Day 1995, a small granite monument was erected in a Honea Path park to commemorate the tragic event.

As the town entered the twenty-first century, the Chiquola Mill continued as Honea Path's largest employer. However, the town had diversified its economy somewhat. Plants opened nearby that produced synthetic fibers, linens, lady's sportswear, shipping containers, and medical equipment. Among the town's claims to fame is its Carnegie Library, built in 1908. Honea Path is the smallest town in the nation with a Carnegie Library, which remains in use as a branch of the Anderson County Library (The Town of Honea Path, 2022).

Town of Iva:

The Town of Iva, incorporated in 1904, is located in southern part of Anderson County. Iva, once a shipping station and busy hub for railroad commerce, is a fascinating small-town rich in history and heritage.

Iva, SC is located in the southern part of Anderson County and is populated by friendly folks who are proud of their rural heritage and progressive town. Come on over and enjoy the many lakes and rivers that are a part of our area and see why Iva is known as the "Gateway to the Fresh Water Coast." (Town of Iva, 2022).

Town of Starr:

Starr is located in [Anderson County](#), south of the City of [Anderson](#) on SC 81. The town was originally named Twiggs, but when the Savannah Valley Railroad was completed in 1884, the name was changed to Starr Station in honor of a popular engineer who drove the train through town. Anderson is the largest city near Starr (Town of Starr, 2022).

Town of Pendleton:

Pendleton, SC is a small town in Anderson County, SC. The town was founded in 1790 and is the largest historic area in the entire United States. The town boasts lovely historic homes and plantations, a town square around a village green, and one of the friendliest populations found anywhere! Just four miles from Clemson University, Pendleton offers a combination of History, Education, Friendship and Laughter! (Town of Pendleton, 2022).

Town of Pelzer:

Pelzer is located in eastern [Anderson County](#) on the Saluda River. The town's history is linked with that of Pelzer Manufacturing Company, which began textile production in the late 1880s. The company bought the very first generators made by the General Electric Company and was the first factory in the country to have incandescent lights. [Anderson](#) is the largest city near Pelzer. In 2015, Pelzer annexed commercial business and about 550 houses, raising the population to approximately 600 residents (Independent Mail, 2022).

Town of West Pelzer:

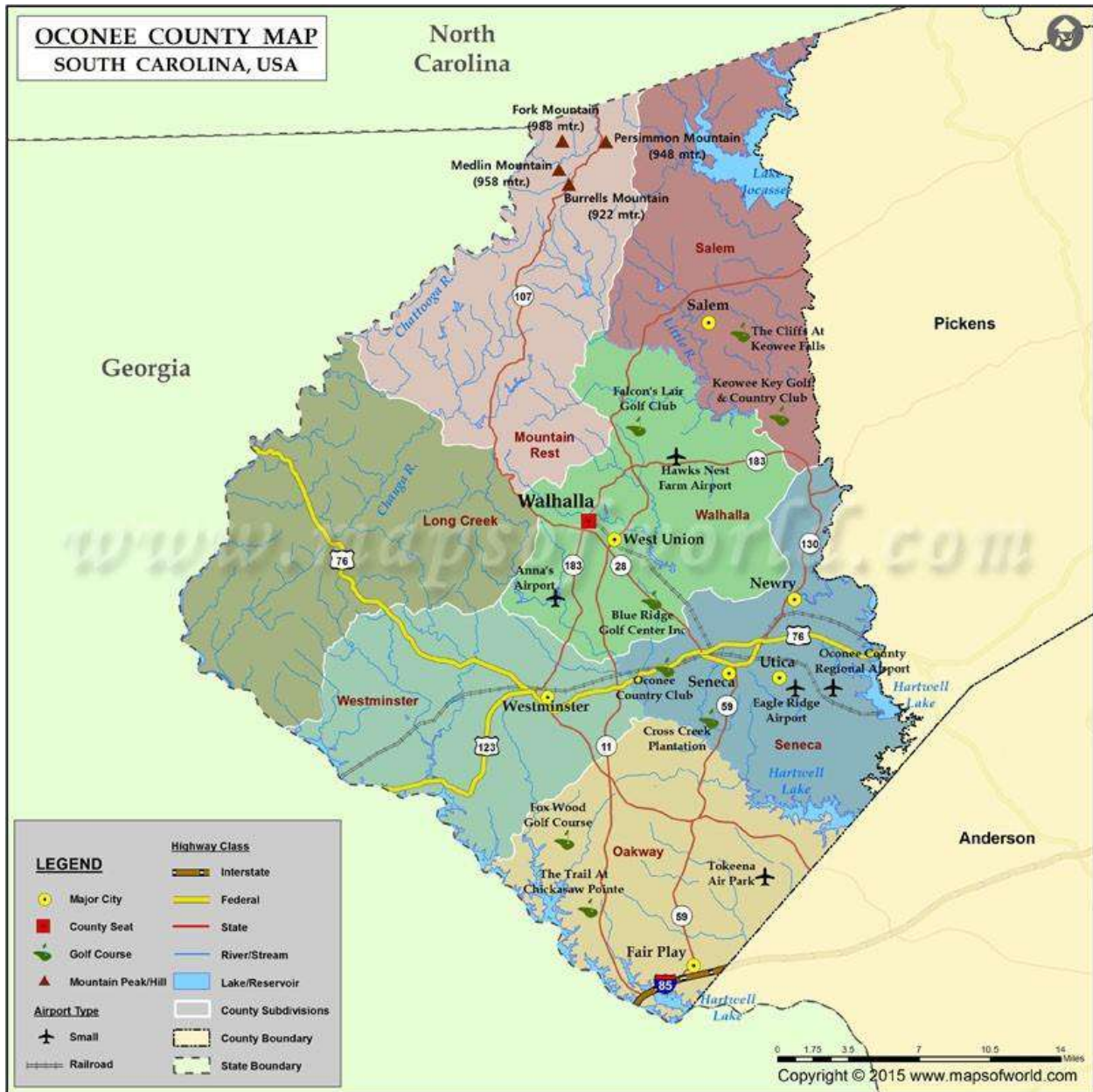
West Pelzer has a rich history as a healthy place to live, work, and play. We celebrate where we were, where we are currently, and where we are going. West Pelzer is forever being revitalized, rejuvenated, and re-energized through new businesses and growth of our core values and vision.

West Pelzer has a population of approximately 969, and is located roughly 30 minutes away from many major cities – including Greenville, Anderson, and Easley – in the heart of upstate South Carolina. As a progressive municipality based on building relationships and community, we strive to be an integral part of both our residents’ lives and Anderson County as a whole. Being situated so closely to interstates 85 and 385 also allows for easy access to many larger key interstates, such as I-20, I-40, and I-26 (Town of West Pelzer, 2022).

Town of Williamston:

Located in the Foothills of the Blue Ridge Mountains in the scenic Upstate, Williamston is a thriving area with industrial, commercial, and tourist activity. It is located close to the I-85 business corridor and metropolitan areas. Williamston is 15 minutes from Greenville or Anderson, two hours from Atlanta or Charlotte, and four hours to the beach or the mountains. The city’s climate boasts 248 days of sunshine, 49 inches of precipitation, and a comfortable average temperature of 64 degrees (Town of Williamston, 2022).

Figure 3.2 Municipality Area Background - Oconee County Map



3.3 Historical & Geographical Background of Oconee County Municipalities

Town of Salem:

Salem is located in the northeast corner of Oconee County, just off Highway 11, and serves as the gateway to Lakes Jocassee and Keowee (Town of Salem, 2022).

City of Seneca:

Seneca, a railroad town, was named for a 1700's Indian village Esseneca located on the banks of the nearby Seneca River. The City, chartered in 1874 as "Seneca City", dropped "City" from its name in 1906 (City of Seneca, 2022). Nestled in the Foothills of the majestic Blue Ridge Mountains, Seneca is home to residential and commercial properties listed on the National Register of Historic Places. Dubbed "The City of Opportunity" at its founding, Seneca still claims its title. With the cool waters of pristine Lake Keowee, Lake Jocassee, and Lake Hartwell nearby, the area offers many recreational opportunities. Favorably positioned between Atlanta, Georgia, and Greenville, South Carolina, just minutes away from Clemson University, Seneca and Oconee County have gained national acclaim for its natural beauty, quaint towns, antique shopping and as a favorite destination for history buffs and outdoor enthusiast alike (City of Seneca, 2022).

City of Walhalla:

Walhalla, South Carolina is the county seat of Oconee County in the upstate of South Carolina. Today, Walhalla is a southern town with historical homes, churches, and the Walhalla Civic Auditorium where regional and local theater events are held. Walhalla is located just minutes away from the wide variety of activities Oconee County and the surrounding areas have to offer, including an abundance of hiking and mountain biking trails, numerous waterfalls, Stumphouse Tunnel, the Chattooga River, the Blue Ridge Mountains, Clemson University, and more (City of Walhalla, 2022).

Town of West Union:

Located between Seneca and Walhalla, people are attracted to West Union for its shoreline on Keowee Key (West Union, 2022).

City of Westminster:

The City of Westminster is a small town in Oconee County along the foothills of the Blue Ridge Mountains. It's full of charm with quaint shops along its historic Main Street. Our residents enjoy a leisurely paced lifestyle, and a wide variety of occupational and recreational opportunities. Westminster is a great place to visit, but it's even a nicer place to live and work. With award winning schools, a small-town feel, and a progressive plan for continued renewal, it offers families and retirees a perfect place to call home (City of Westminster, 2022).

Climate

The Appalachian and Blue Ridge Mountains border the region to the northwest and the Atlantic Ocean is approximately 200 miles to the east. The climate of this area is relatively mild, with an average temperature of 61.6 degrees Fahrenheit (Southeastern Regional Climate Center, 2022). This is slightly lower than other portions of the state such as the Columbia region, which has an average annual temperature of 63.1, and the Charleston region with an average annual temperature of 64.8 degrees. Precipitation is relatively constant throughout the year with an average of 4.3 inches of rain per month. The Columbia region averages 4 inches of rain per month while the Charleston region averages 4.2 inches per month. The growing season is from late March to early November and averages 225 days. The region is in an area that has a low natural disaster frequency, with an occasional, ice event, tornado or flood accounting for most events.

3.4 POPULATION AND DEMOGRAPHIC

Area Population, Households, Median Incomes by County.

The following tables show the population, households and median household income for the two-county region and their municipalities. Additional detailed census information is identified in the Social Vulnerability section.

Table 3.1: Population by County.

County	Population	Population 65+ (%)	Households	Median Household Income
Anderson	203,718	18.4%	78,636	\$53,598
Oconee	78,607	24.1%	32,440	\$49,691

United States Census Bureau, 2020.

Table 3.2 - Population by Municipality

County	Municipality	Population
Anderson County	<i>City of Anderson</i>	29,284
	<i>City of Belton</i>	4,436
	<i>Town of Honea Path</i>	3,753
	<i>Town of Iva</i>	1,177
	<i>Town of Starr</i>	149
	<i>Town of Pendleton</i>	3,245
	<i>Town of Pelzer</i>	1,653
	<i>Town of West Pelzer</i>	1,049
	<i>Town of Williamston</i>	4,219
Oconee County	<i>Town of Salem</i>	175
	<i>City of Seneca</i>	8,424
	<i>City of Walhalla</i>	4,377
	<i>Town of West Union</i>	319
	<i>City of Westminster</i>	2,543

United States Census Bureau, 2020.

Table 3.3 County Demographics.

	Anderson County	Oconee County
Total Population:	203,718	79,203
Race:		
White	163,178 (80.1%)	70,570 (89.1%)
Black/African American	33,206 (16.3%)	6,019 (7.6%)
Hispanic/Latino	8,964 (4.4%)	4,673 (5.9%)
American Indian and Alaska Native	815 (0.4%)	317 (0.4%)
Asian	2,445 (1.2%)	713 (0.9%)
Two or More Races	4,074 (2.0%)	1,584 (2.0%)
Civilian Labor Force (ages 16+, %):	60.2%	54.5%
Employed*	86,686	32,885
Unemployed*	3,343	1,238

*Anderson & Oconee County Multi-Jurisdictional Hazard Mitigation Plan
March 2023*

Unemployment Rate (%)*	3.7%	3.6%
Median Household Income:	\$53,598	\$49,691
Persons in Poverty (%):	14.0%	11.1%
Households:	78,636	32,440
Persons over 65 (%):	18.4%	24.1%

United States Census Bureau, 2020.

Table 3.4 County Employment Information

Year	Anderson County			Oconee County		
	Employed	Unemployed	Unemployment Rate	Employed	Unemployed	Unemployment Rate
2021	86,686	3,343	3.7%	32,885	1,238	3.6%
2020	83,340	5,100	5.8%	32,421	1,770	5.2%
2019	86,575	2,360	2.7%	33,208	933	2.7%
2018	85,287	2,807	3.2%	32,769	1,123	3.3%
2017	84,199	3,377	3.9%	31,937	1,436	4.3%

2022 South Carolina Department of Employment and Workforce, Community Profile

3.5 Housing, Infrastructure, and Land Use

Transportation

Anderson and Oconee are in the northwest corner of South Carolina. Interstate 85 bisects the region, providing access to many markets in the southeastern United States. Interstate 85 also provides easy access to Charlotte and Atlanta. This is one of the fastest growing regions in the United States. This corridor is characterized by strong economic growth, job creation, and low unemployment. A high quality of life is reflected in lower cost of living standards, affordable home prices, and proximity to many of the recreational amenities people desire, including the mountains and the ocean. There are several major highways that travel through Anderson and Oconee County including US Highways 29, 76, and 11 US Highway 29 cuts across the eastern-portion of Anderson county from south to northeast while US Highway 76 runs south to northwest, and the two intersect in the City of Anderson. US Highway 11 travels from southwest to northeast in Oconee county. Anderson and Oconee county both have small cargo airports. Both airports services local and private aircrafts along with general aviation airports. Flight instruction is also available at the airport. Rail service in Anderson and Oconee county is provided by CSX Transportation and Norfolk Southern Corporation which operate the first and second longest track routes in the state, respectively. . Bus transportation service is provided along multiple routes throughout the city and adjacent areas. The Anderson Area Regional Transit Agency offers public bus service throughout the City of Anderson.

Utilities

Electrical power in Anderson County is provided by Duke Energy, Blue Ridge Electric Cooperative, and Laurens Electric Cooperative. Oconee County is provided electrical power by Duke Energy, Blue Ridge Electric Cooperative, Gibson Electric and Hart Electric Membership Corporation.

Anderson Regional Joint Water System (ARJWS), is a partnership of rural and municipal water districts devoted to providing a high-quality, clean, safe, reliable, economical flow of treated water to its wholesale customers in Anderson and Pickens counties. Anderson Regional Joint Water System provides water to eighteen water systems throughout Anderson County. There are four Utility Companies in Oconee County, South Carolina, serving a population of 75,926 people in an area of 627 square miles. The four companies are Blue Ridge Electric Cooperative, Keowee Key Utility System, Pioneer Rural Water District and Salem Water Department. There is 1 Utilities per 18,981 people, and 1 Utilities per 156 square miles. In South Carolina, Oconee County is ranked 22nd of 46 counties in Utility Companies per capita, and 20th of 46 counties in Utility Companies per square mile.

Community Facilities

There are a number of public buildings and community facilities located throughout Anderson County. According to the data collected for the vulnerability assessment (Section 6.3.3), there are 52 schools, 36 fire stations, 9 law enforcement stations, 1 hospital, and 1 Emergency Operations Center within Anderson county.

The Anderson hospital is the AnMed Health Medical Center a 461-bed acute care hospital located at 800 N. Fant St. in Anderson, South Carolina. The Medical Center is the anchor facility for AnMed Health, South Carolina's largest independent, not-for-profit health system. AnMed has an emergency department, an intensive care unit, geriatric psychiatric services, a joint care program, cardiology services, inpatient rehabilitation, and a sleep center. Other services provided include open heart surgery, vascular surgery, general surgery, bariatric surgery, emergency/trauma medicine, a stroke/neurological center, and diagnostic MRI, CT and laboratory medicine. Other facilities located at AnMed Health's medical center campus include Pediatric Therapy Works, a speech, occupational and physical therapy program for children; and CareConnect, a walk-in facility that treats non-life-threatening ailments such as influenza, broken bones and minor nosebleeds. AnMed operates additional medical facilities throughout the county.

The county also currently operates five school districts. Higher education programs are also available from institutions including Anderson University and Tri County Technical College. Anderson County Public Library system operates nine library branches throughout the county and a Bookmobile.

Anderson Parks and Recreation System maintains numerous community and regional parks throughout the county. There are also additional federal recreational facilities located along lake

Hartwell. Anderson County offers a variety of recreational activities throughout the county. There are many parks that offer biking, hiking, fishing, boating, picnicking, camping, playgrounds, and outdoor concerts. Various lakes provide outdoor opportunities for boating, fishing, picnicking, and canoe/kayaking. Boat ramps and pontoon sites are available at certain park and lake locations in the county. such as ball parks, playing fields, community centers, recreation centers, trails/greenways, lake access. The famous “Bass Masters Classic” fishing tournament is held on Lake Hartwell in Anderson County.

Oconee county also has a number of public buildings and community facilities located throughout the County. According to the data collected for the vulnerability assessment (Section 6.3.3), there are 22 schools, 13 fire stations, 6 law enforcement stations, 1 hospital, and 1 Emergency Operations Center within Oconee county. Oconee County has one hospital facility. Prisma Health Oconee Memorial Hospital has been caring for the residents of the greater Oconee County community since 1939. Oconee Memorial Hospital consists of a 169-bed hospital featuring a range of inpatient and outpatient services and a host of community-based services. There are additional medical facilities located throughout each county’s municipalities.

The Oconee County Emergency Services Fire Division is comprised of thirteen all volunteer fire departments, three municipal fire departments, and one special tax district fire department. Together these fire departments are home to more than 450 volunteer firefighters. These volunteers are supported by a workforce known as Station 21. Station 21 consists of both full-time personnel and part-time personnel. The full-time personnel include Command level staff, Administrative personnel, and Suppression personnel. The part-time staff assists with the day-to-day operations of each department. These personnel help to ensure that each department is always prepared to respond to your emergency should the need ever arise.

Oconee County Public Library operates four branch libraries (Walhalla, Westminster, Seneca and Salem, throughout the county and a Bookmobile. Oconee Parks and Recreation System maintains numerous community and regional parks throughout the county. There are also additional federal recreational facilities located along Lake Hartwell.

Land Use

Land use and development patterns in Anderson and Oconee County are the result of a complex interaction of demographic trends, economic circumstances, and social attitudes. Technological changes in areas such as transportation and construction, as well as the availability and cost of natural resources, including land, water, and energy, have also helped shape existing development patterns.

The forces that influence land development are constantly evolving. Consequently, factors impacting forms of land use are dramatically different today from those that shaped land use patterns in the past. Lifestyle preferences, size and configuration of households, levels of personal income, available transportation modes, and the composition of the economy are a few of the variables responsible for the current geographic distribution of land use and activities.

As both counties grow and continue to develop, more and more land is changing from farmland

and woodland to residential, commercial, and industrial use; supported by more roads, schools, churches, and other public and semi-public uses. Local land use and associated regulations are further discussed in *Section 7: Capability Assessment*.

3.4 EMPLOYMENT AND INDUSTRY

Agriculture was the original mainstay of Anderson and Oconee County's economy, but industrial development started with the start of textile mills in the early 1800s which led to the growth of the textile industry. As traditional textiles began their decline in the mid-1900s, the county's industrial base broadened, eventually making it one of the most internationally diverse locations for business in the nation. The manufacturing industry in Anderson and Oconee region has grown to include automotive manufacturing suppliers, plastics, packaging, metalworking, and distribution.

Today, Anderson and Oconee County have a diverse economy with large industrial companies including international companies. Milliken, Michelin North America, Bosh, Electrolux Major Appliances North America, First Quality Tissue SE, LLC,; Glen Raven, Inc; all operate within Anderson and Oconee county bringing jobs and economic revenue to the area. Localized employers also operate within the county and provide numerous jobs to residents. AnMed hospital system is also a major employer within the county as along with county school system. Economic growth is occurring within both counties and is projected to continue from an economic and population perspective.

References

- City of Anderson. (2022, March 1). *About*. Retrieved from City of Anderson Website: <http://www.cityofandersonsc.com/>
- City of Belton. (2022, March 1). *History*. Retrieved from City of Belton Website: <https://cityofbeltonsc.com/public-buisnesses/>
- City of Seneca. (2022, March 1). *About Seneca*. Retrieved from City of Seneca Website: <http://www.seneca.sc.us/AboutSeneca.aspx>
- City of Starr. (2022, March 1). *Starr, South Carolina*. Retrieved from SciWay Website: <https://www.sciway.net/city/starr.html>
- City of Walhalla. (2022, March 1). *History of Walhalla*. Retrieved from City of Walhalla Website: <https://www.cityofwalhalla.com/about-walhalla/history-of-walhalla/>
- City of Westminster. (2022, March 1). *Home*. Retrieved from City of Westminster Website: <https://westminstersc.org/>
- The Independent Mail . (2022, March 1). *Pelzer Town Council Approves Annexation*. Retrieved from The Independent Mail Website : <http://archive.independentmail.com/news/local/pelzer-town-council-approves-annexation-ep-1195216106-347554681.html>
- Town of Honea Path. (2022, March 1). *History*. Retrieved from Town of Honea Path Website: <https://honeapathsc.com/history/>
- Town of Iva. (2022, March 1). *Town of Iva*. Retrieved from GoverMeta Website: <https://www.govermeta.com/US/Iva/161055104032679/Town-of-Iva>
- Town of Pendleton. (2022, March 1). *History*. Retrieved from Town of Pendleton Website: <https://townofpendleton.org/history/>
- Town of Salem. (2022, March 1). *Home*. Retrieved from Town of Salem Website: <http://salemsc.us/>
- Town of West Pelzer. (2022, March 1). *About Us*. Retrieved from Town of West Pelzer Website: <https://westpelzer.com/index.php/about-us/>
- Town of West Union. (2022, March 1). *West Union*. Retrieved from Visit Oconee Website: <https://visitoconeesc.com/visit/west-union/>
- Town of Williamston. (2022, March 1). *About Williamston, SC*. Retrieved from Town of Williamston: <http://www.williamstonsc.us/about/>

United States Census Bureau. (2022, February 14). Anderson County, South Carolina.

<https://www.census.gov/quickfacts/fact/table/andersoncountysouthcarolina/BZA115219>

United States Census Bureau. (2022, February 14). Oconee County, South Carolina.

<https://www.census.gov/quickfacts/fact/table/oconeecountysouthcarolina/AGE775219#AGE775219>

Western Regional Climate Center. (2022, March 1). *Average of Average Temperature*. Retrieved from The Western Regional Climate Center Website: <http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?sc0170>

Western Regional Climate Center. (2022, March 1). *Total of Precipitation*. Retrieved from The Western Regional Climate Center Website: <http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?sc0170>

SECTION 4

HAZARD IDENTIFICATION

* This section describes how the Planning Team identified the hazards to be included in the Plan. It consists of the following five subsections:

- ❖ 4.1 Overview
- ❖ 4.2 Description of Full Range of Hazards
- ❖ 4.3 Disaster Declarations
- ❖ 4.4 Hazard Evaluation
- ❖ 4.5 Hazard Identification Results

44 CFR Requirement

44 CFR Part 201.6(c)(2)(i): The risk assessment shall include a description of the type, location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

IFR §201.6(c)(2): The plan shall include a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.

IFR §201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.

OVERVIEW

Anderson and Oconee Counties are vulnerable to a wide range of natural and human-caused hazards that threaten life and property. Current FEMA regulations and guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards. An evaluation of man-made hazards (i.e., technological hazards, terrorism, etc.) is encouraged, though not required, for plan approval. Note that eliminating man-made hazards does not suggest that those type hazards are not of concern to the Counties, only that they are not natural hazards, and therefore the HMPC determined that they would not be included in the Plan update. Anderson and Oconee County has included an assessment of primarily natural hazards, but some man-made hazards have also been identified. Some parts of the original Plan were preserved. Where applicable, portions of the historical hazard data have been retained. As part of the update process, the HMPC reviewed the hazards section of the previous plans, and incorporated changes related to recent hazard events that have affected the Counties.

Upon a review of the full range of natural hazards suggested under FEMA planning guidance, Anderson and Oconee County and their fourteen participating municipalities have identified several hazards that are to be addressed in their Multi-Jurisdictional Hazard Mitigation Plan. These hazards were identified through an extensive process that utilized input from the Anderson Oconee County Hazard Mitigation Planning Team members, research of past disaster declarations in the county,¹ and review of the South Carolina State Hazard Mitigation Plan. Readily available information from reputable sources (such as federal and state agencies) was also evaluated to supplement information from these key sources.

Additionally, Hazards which were analyzed and not included in the plan; yet Anderson and Oconee counties often experience aftereffects such as high winds, increased rainfall and possible increase flooding, which are addressed in the plan; yet these hazards are not a direct threat to Anderson and Oconee county yet were analyzed and not included in the plan and they are: Tropical cyclone, tropical depression, tropical storm and major hurricane:

A Tropical cyclone is a rotating, organized system of clouds and thunderstorms that originates over tropical or subtropical waters and has a closed low-level circulation. Tropical cyclones rotate counterclockwise in the Northern Hemisphere. They are classified as follows:

- **Tropical Depression:** A tropical cyclone with maximum sustained winds of 38 mph (33 knots) or less.
- **Tropical Storm:** A tropical cyclone with maximum sustained winds of 39 to 73 mph (34 to 63 knots).
- **Hurricane:** A tropical cyclone with maximum sustained winds of 74 mph (64 knots) or higher. In the western North Pacific, hurricanes are called typhoons; similar storms in the Indian Ocean and South Pacific Ocean are called cyclones.
- **Major Hurricane:** A tropical cyclone with maximum sustained winds of 111 mph (96 knots) or higher, corresponding to a Category 3, 4 or 5 on the Saffir-Simpson Hurricane Wind Scale.

Tropical cyclones forming between 5- and 30-degrees North latitude typically move toward the west. Sometimes the winds in the middle and upper levels of the atmosphere change and steer the cyclone toward the north and northwest. When tropical cyclones reach latitudes near 30 degrees North, they often move northeast.

Anderson and Oconee County are located in the northwest corner of South Carolina. The Appalachian and Blue Ridge Mountains border the region to the northwest and the Atlantic Ocean is approximately 200 miles to the east. Therefore, Tropical cyclone, tropical depression, tropical storm and major hurricane do not pose a direct threat to Anderson and Oconee county.

Anderson and Oconee counties also addressed climate change and its effects on both counties (see Annex C). Climate change is generally defined as a significant variation of average weather conditions; conditions becoming warmer, wetter, or drier over several decades or more. It's the longer-term trend that differentiates climate change from natural weather variability. Changes in the probability of future hazard events may include changes in location, increases or decreases to the impacts, and/or extent of known natural hazards, such as floods or droughts. Changes in temperature, intensity, hazard distribution, and/or frequency of weather events may increase vulnerability to these hazards in the future. FEMA's Climate Change Adaptation Policy (2011-OPPA-01) directs FEMA programs and policies to integrate considerations of climate change adaptation. The challenges posed by climate change, such as more intense storms, frequent heavy precipitation, heat waves, drought, extreme flooding, and higher sea levels, could significantly alter the types and magnitudes of hazards impacting states in the future. Due to the inherent uncertainties with projections of future hazard events, states are expected to look across the whole community of partners (for example, public, private, academic, non-

governmental, etc.) to identify the most relevant data and select the most appropriate methodologies to assess risks and vulnerability.

Anderson and Oconee County are located in the northwest corner of South Carolina. The Appalachian and Blue Ridge Mountains border the region to the northwest and the Atlantic Ocean is approximately 200 miles to the east. In comparison to the rest of South Carolina the climate of the upstate area is relatively mild; yet Anderson and Oconee are not immune from the effects of climate change. ,

Table 4.1 lists the full range of hazards initially identified for inclusion in the Plan and provides a brief description for each. This table includes 24 individual hazards. Some of these hazards are considered to be interrelated or cascading, but for preliminary hazard identification purposes, these individual hazards are broken out separately.

Next, **Table 4.2** lists the disaster declarations in Anderson and Oconee County.

Next, **Table 4.3** documents the evaluation process used for determining which of the initially identified hazards are considered significant enough to warrant further evaluation in the risk assessment. For each hazard considered, the table indicates whether or not the hazard was identified as a significant hazard to be further assessed, how this determination was made, and why this determination was made. The table works to summarize not only those hazards that *were* identified (and why) but also those that *were not* identified (and why not). Hazard events not included at this time may be addressed during future evaluations and updates of the risk assessment if deemed necessary by the Hazard Mitigation Planning Team during the plan update process.

Lastly, **Table 4.4** provides a summary of the hazard identification and evaluation process noting that - 9- of the 24 initially identified hazards are considered significant enough for further evaluation through this Plan’s risk assessment (marked with a “☑”).

DESCRIPTION OF FULL RANGE OF HAZARDS

TABLE 4.1: DESCRIPTIONS OF THE FULL RANGE OF INITIALLY IDENTIFIED HAZARDS

Hazard	Description
ATMOSPHERIC HAZARDS	
Avalanche	A rapid fall or slide of a large mass of snow down a mountainside.
Drought / Heat Wave	A prolonged period of less than normal precipitation such that the lack of water causes a serious hydrologic imbalance. Common effects of drought include crop failure, water supply shortages, and fish and wildlife mortality. High temperatures, high winds, and low humidity can worsen drought conditions and also make areas more susceptible to wildfire. Human demands and actions have the ability to hasten or mitigate drought-related impacts on local communities.
Extreme Cold	Extreme cold is generally considered to occur when the temperature is at or below freezing for a period of time. Often these events are associated with winter storms and other winter weather, but extreme cold events can occur on their own. Dangers associated with extreme cold events include frostbite and hypothermia among other impacts to people and these events can often last for several days or weeks in a row.
Hailstorm / Thunderstorms	Any storm that produces hailstones that fall to the ground; usually used when the amount or size of the hail is considered significant. Hail is formed when updrafts in thunderstorms carry raindrops into parts of the atmosphere where the temperatures are below freezing.
Heat Wave/Extreme Heat	A heat wave may occur when temperatures hover 10 degrees or more above the average high temperature for the region and last for several weeks. Humid or muggy conditions, which add to the discomfort of high temperatures, occur when a “dome” of high atmospheric pressure traps hazy, damp air near the ground. Excessively dry and hot conditions can provoke dust storms and low visibility. A heat wave combined with a drought can be very dangerous and have severe economic consequences on a community.

<p>Hurricane/Tropical Storm</p>	<p>Hurricanes and tropical storms are classified as cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate counter-clockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and with a diameter averaging 10 to 30 miles across. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. The primary damaging forces associated with these storms are high-level sustained winds, heavy precipitation, and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves, and tidal flooding which can be more destructive than cyclone wind. The majority of hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico during the official Atlantic hurricane season, which extends from June through November.</p>
<p>Lightning Severe Storms / Thunderstorms</p>	<p>Lightning is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a “bolt” when the buildup of charges becomes strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes, but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes thunder. On average, 73 people are killed each year by lightning strikes in the United States.</p>
<p>Nor’easter</p>	<p>Similar to hurricanes, nor’easters are ocean storms capable of causing substantial damage to coastal areas in the Eastern United States due to their associated strong winds and heavy surf. Nor’easters are named for the winds that blow in from the northeast and drive the storm up the East Coast along the Gulf Stream, a band of warm water that lies off the Atlantic coast. They are caused by the interaction of the jet stream with horizontal temperature gradients and generally occur during the fall and winter months when moisture and cold air are plentiful. Nor’easters are known for dumping heavy amounts of rain and snow, producing hurricane-force winds, and creating high surf that causes severe beach erosion and coastal flooding.</p>
<p>Severe Thunderstorm/ High Wind</p>	<p>Thunderstorms are caused by air masses of varying temperatures meeting in the atmosphere. Rapidly rising warm moist air fuels, the formation of thunderstorms. Thunderstorms may occur singularly, in lines, or in clusters. They can move through an area very quickly or linger for several hours. Thunderstorms may result in hail, tornadoes, or straight-line winds. Windstorms pose a threat to lives, property, and vital utilities primarily due to the effects of flying debris that can down trees and power lines.</p>

Tornado / High Winds	A tornado is a violently rotating column of air that has contact with the ground and is often visible as a funnel cloud. Its vortex rotates cyclonically with wind speeds ranging from as low as 40 mph to as high as 300 mph. Tornadoes are most often generated by thunderstorm activity when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. The destruction caused by tornadoes ranges from light to catastrophic depending on the intensity, size, and duration of the storm.
Winter Storm	Winter storms may include snow, sleet, freezing rain, or a mix of these wintry forms of precipitation. Blizzards, the most dangerous of all winter storms, combine low temperatures, heavy snowfall, and winds of at least 35 miles per hour, reducing visibility to only a few yards. Ice storms occur when moisture falls and freezes immediately upon impact on trees, power lines, communication towers, structures, roads, and other hard surfaces. Winter storms and ice storms can down trees, cause widespread power outages, damage property, and cause fatalities and injuries to human life.
GEOLOGIC HAZARDS	
Expansive Soils	Soils that will exhibit some degree of volume change with variations in moisture conditions. The most important properties affecting degree of volume change in a soil are clay mineralogy and the aqueous environment. Expansive soils will exhibit expansion caused by the intake of water and, conversely, will exhibit contraction when moisture is removed by drying. Generally speaking, they often appear sticky when wet and are characterized by surface cracks when dry. Expansive soils become a problem when structures are built upon them without taking proper design precautions into account with regard to soil type. Cracking in walls and floors can be minor or can be severe enough for the home to be structurally unsafe.
Earthquake	A sudden, rapid shaking of the Earth caused by the breaking and shifting of rock beneath the surface. This movement forces the gradual building and accumulation of energy. Eventually, strain becomes so great that the energy is abruptly released, causing the shaking at the earth's surface which we know as an earthquake. Roughly 90 percent of all earthquakes occur at the boundaries where tectonic plates meet, although it is possible for earthquakes to occur entirely within plates. Earthquakes can affect hundreds of thousands of square miles, cause damage to property measured in the tens of billions of dollars, result in loss of life and injury to hundreds of thousands of persons and disrupt the social and economic functioning of the affected area.
Landslide	The movements of a mass of rock, debris, or earth down a slope when the force of gravity pulling down the slope exceeds the strength of the earth materials that comprise to hold it in place. Slopes greater than 10 degrees are more likely to slide, as are slopes where the height from the top of the slope to its toe is greater than 40 feet. Slopes are also more likely to fail if vegetative cover is low and/or soil water content

	is high.
Land Subsidence/Sinkhole	The gradual settling or sudden sinking of the Earth’s surface due to the subsurface movement of earth materials. Causes of land subsidence include groundwater pump age, aquifer system compaction, drainage of organic soils, underground mining, hydro compaction, natural compaction, sinkholes, and thawing permafrost.
Tsunami	A series of waves generated by an undersea disturbance such as an earthquake. The speed of a tsunami traveling away from its source can range from up to 500 miles per hour in deep water to approximately 20 to 30 miles per hour in shallower areas near coastlines. Tsunamis differ from regular ocean waves in that their currents travel from the water surface all the way down to the sea floor. Wave amplitudes in deep water are typically less than one meter; they are often barely detectable to the human eye. However, as they approach shore, they slow in shallower water, essentially causing the waves from behind to effectively “pile up,” and wave heights increase dramatically. As opposed to typical waves which crash at the shoreline, tsunamis bring with them a continuously flowing ‘wall of water’ with the potential to cause devastating damage in coastal areas located immediately along the shore.
Volcano	A mountain that opens downward to a reservoir of molten rock below the surface of the earth. While most mountains are created by forces pushing up the earth from below, volcanoes are different in that they are built up over time by an accumulation of their own eruptive products: lava, ash flows, and airborne ash and dust. Volcanoes erupt when pressure from gases and the molten rock beneath becomes strong enough to cause an explosion.
HYDROLOGIC HAZARDS	
Erosion	Erosion is the gradual breakdown and movement of land due to both physical and chemical processes of water, wind, and general meteorological conditions. Natural, or geologic, erosion has occurred since the Earth’s formation and continues at a very slow and uniform rate each year.
Dam and Levee Failure	Dam failure is the collapse, breach, or other failure of a dam structure resulting in downstream flooding. In the event of a dam failure, the energy of the water stored behind even a small dam is capable of causing loss of life and severe property damage if development exists downstream of the dam. Dam failure can result from natural events, human-induced events, or a combination of the two. The most common cause of dam failure is prolonged rainfall that produces flooding. Failures due to other natural events such as hurricanes, earthquakes, or landslides are significant because there is generally little or no advance warning.

Floods	The accumulation of water within a water body which results in the overflow of excess water onto adjacent lands, usually floodplains. The floodplain is the land adjoining the channel of a river, stream, ocean, lake, or other watercourse or water body that is susceptible to flooding. Most floods fall into the following three categories: riverine flooding, coastal flooding, or shallow flooding (where shallow flooding refers to sheet flow, ponding, and urban drainage).
Storm Surge	A storm surge is a large dome of water often 50 to 100 miles wide and rising anywhere from four to five feet in a Category 1 hurricane up to more than 30 feet in a Category 5 storm. Storm surge heights and associated waves are also dependent upon the shape of the offshore continental shelf (narrow or wide) and the depth of the ocean bottom (bathymetry). A narrow shelf, or one that drops steeply from the shoreline and subsequently produces deep water close to the shoreline, tends to produce a lower surge but higher and more powerful storm waves. Storm surge arrives ahead of a storm's actual landfall and the more intense the hurricane is, the sooner the surge arrives. Storm surge can be devastating to coastal regions, causing severe beach erosion and property damage along the immediate coast. Further, water rise caused by storm surge can be very rapid, posing a serious threat to those who have not yet evacuated flood-prone areas.
OTHER HAZARDS	
Wildfire	An uncontrolled wildfire burning in an area of vegetative fuels such as grasslands, brush, or woodlands. Heavier fuels with high continuity, steep slopes, high temperatures, low humidity, low rainfall, and high winds all work to increase risk for people and property located within wildfire hazard areas or along the urban/wildland interface. Wildfires are part of the natural management of forest ecosystems, but most are caused by human factors. Over 80 percent of forest fires are started by negligent human behavior such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause for wildfire is lightning.
Hazardous Materials Incident	Hazardous material (HAZMAT) incidents can apply to fixed facilities as well as mobile, transportation-related accidents in the air, by rail, on the nation's highways and on the water. HAZMAT incidents consist of solid, liquid and/or gaseous contaminants that are released from fixed or mobile containers, whether by accident or by design as with an intentional terrorist attack. A HAZMAT incident can last hours to days, while some chemicals can be corrosive or otherwise damaging over longer periods of time. In addition to the primary release, explosions and/or fires can result from a release, and contaminants can be extended beyond the initial area by persons, vehicles, water, wind and possibly wildlife as well.
Transportation Incident	Transportation incidents come in many forms in the United States, especially given the many forms of transportation available today. The most common types of transportation incidents are motor vehicle

	accidents, but plane, train, and watercraft accidents occur as well and often have higher magnitude impacts.
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DISASTER DECLARATIONS

Disaster declarations provide initial insight into the hazards that may impact Anderson and Oconee County planning area. Since 1990, eight presidential disaster declarations have been reported in Anderson and Oconee County. This includes three events related to severe storms and flooding, one severe winter weather events, one hurricane, one tropical storm, one wild fire and one pandemic. However, this list is not inclusive of many of the major disaster events that impacted the counties and which may have resulted in Small Business Administration disaster loan assistance or no federal assistance.

TABLE 4.2: ANDERSON / OCONEE COUNTY DISASTER DECLARATIONS

YEAR	DATE	DISASTER	
2004	10/7	Tropical Storm Frances	DR-1509
2004	2/13	Ice storm	DR-1566
2015	10/5	Severe Storms and Flooding	DR-4241
2016	11/12	South Carolina Pinnacle Mountain Fire (Pickens County) FM-5162	
2017	10/16	Hurricane Irma	DR-4346
2020	3/17	Severe storms, Tornadoes, Straight-line Winds, and Flooding	DR-4479
2020	3/27	Covid-19	DR-4492
2020	5/1	Severe storms, Tornadoes, Straight-line Winds, and Flooding	DR-4542

Source: www.fema.gov

HAZARD EVALUATION

TABLE 4.3: DOCUMENTATION OF THE HAZARD EVALUATION PROCESS

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
ATMOSPHERIC HAZARDS			
Avalanche	NO	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment</p> <p>Review of SC State Hazard Mitigation Plan</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan</p> <p>Review of US Forest Service National Avalanche Center website (https://avalanche.org)</p>	<p>The United States avalanche hazard is limited to mountainous western states including Alaska as well as some areas of low risk in New England.</p> <p>Avalanche was not included in the SC State Hazard Mitigation Plan. Avalanche was not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>There is no risk of avalanche events in South Carolina.</p>

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
Drought / Heat Wave	YES	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment</p> <p>Review of SC State Hazard Mitigation Plan</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan</p> <p>Review of US Drought Monitor website</p>	<p>Drought is a normal part of virtually all climatic regimes, including areas with high and low average rainfall. The SC State Hazard Mitigation Plan found the entire state to be vulnerable to drought, and all buildings and facilities are considered to be equally exposed to this hazard.</p> <p>Drought was included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>There are reports of moderate to exceptional drought conditions in Anderson/Oconee County according to the US Drought Monitor.</p>
Extreme Cold	NO	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment</p> <p>Review of SC State Hazard Mitigation Plan</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan</p> <p>Review of NOAA NCEI Storm Events Database</p>	<p>Because South Carolina is located in the southeastern United States, it rarely experiences extreme cold events that are on par with other locations in the country.</p> <p>Extreme cold was not included in the SC State Hazard Mitigation Plan.</p> <p>Extreme cold was not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p>

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
Hailstorm / Thunderstorm	YES	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment</p> <p>Review of SC State Hazard Mitigation Plan</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan</p> <p>Review of NOAA NCEI Storm Events Database</p>	<p>Although hailstorms occur primarily in the Midwestern states, they do occur in every state on the mainland U.S. Most inland regions experience hailstorms at least two or more days each year.</p> <p>Hail is discussed in the SC State Hazard Mitigation Plan, and due to its unpredictability, all buildings and facilities are considered to be equally exposed to this hazard. According to the state plan, the historical annualized losses from hail from 1960-2020 are \$216, 221 for Anderson and \$1,828,285 for Oconee County.</p> <p>Hail was included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p>
Heat Wave/Extreme Heat	No	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of NOAA NCEI Storm Events Database.</p>	<p>Many areas of the United States are susceptible to heat waves, including South Carolina.</p> <p>The SC State Hazard Mitigation Plan identifies extreme heat as a hazard with the potential to affect the state.</p> <p>Extreme heat / Heat Wave was included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p>

¹ A complete list of disaster declarations for Anderson and Oconee County can be found above in Table 4.2.

<p style="text-align: center;">Natural Hazards Considered</p>	<p style="text-align: center;">Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)</p>	<p style="text-align: center;">How was this determination made?</p>	<p style="text-align: center;">Why was this determination made?</p>
<p>Hurricane/Trop. Storm</p>	<p style="text-align: center;">YES</p>	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Analysis of NOAA historical tropical cyclone tracks and National Hurricane Center Website.</p> <p>Review of NOAA NCEI Storm Events Database</p> <p>Review of historical presidential disaster declarations.</p>	<p>The Atlantic and Gulf regions are most prone to landfall by hurricanes and tropical storms.</p> <p>The SC State Hazard Mitigation Plan found the entire state to be vulnerable to hurricanes. According to the state plan the historical annualized losses from hurricanes in Anderson/Oconee County.</p> <p>Annualized loss estimations (building damage, contents damage, and inventory loss) due to hurricane wind hazards in Anderson/Oconee County.</p> <p>NOAA historical records indicate 42 hurricanes/tropical storms have come within 75 miles of Anderson/Oconee County since 1859.</p> <p>NCEI reports one tropical storm event for Anderson/Oconee County, Four of the eight disaster declarations in Anderson/Oconee County were directly related to a tropical storm or hurricane event.</p> <p>The 50-year return period peak gust for hurricane and tropical storm events in Anderson/Oconee County is 60 mph.</p>

<p style="text-align: center;">Natural Hazards Considered</p>	<p style="text-align: center;">Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)</p>	<p style="text-align: center;">How was this determination made?</p>	<p style="text-align: center;">Why was this determination made?</p>
<p>Lightning Severe Storms / Thunderstorms</p>	<p style="text-align: center;">YES</p>	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of NOAA NCEI Storm Events Database</p> <p>Review of Vaisala’s NLDN Lightning Flash Density Map.</p>	<p>The central region of Florida has the highest density of lightning strikes in the US; however, lightning events are experienced in nearly every region. Lightning is discussed in the SC State Hazard Mitigation Plan, and due to its unpredictability, all buildings and facilities are considered to be equally exposed to this hazard. According to the state plan the historical annualized losses from 1960-2020 from lightning are Anderson \$170,368 and Oconee \$30,413.</p> <p>Lightning was included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>According to Vaisala’s U.S. National Lightning Detection Network, Anderson/Oconee County is located in an area that experienced an average of 4 to 8 lightning flashes per square kilometer per year between 2010 and 2019.</p>

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
Nor'easter	NO	<p>Review of SC State Hazard Mitigation Plan</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of NOAA NCEI Storm Events Database.</p>	<p>Nor'easters are discussed in the SC State Hazard Mitigation Plan as part of the winter storm hazard.</p> <p>Nor'easter was not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>NCEI does not report any nor'easter activity for Anderson/Oconee County. However, nor'easters may have affected the area as severe winter storms. In this case, the activity would be reported under winter storm events.</p>
Severe Thunderstorm/High Wind	No	<p>Review of FEMA's Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan; High winds are included with Tornadoes and Thunderstorms are included with Hail Storms.</p> <p>Review of NOAA NCEI Storm Events Database Review of historical presidential disaster declarations.</p>	<p>Over 100,000 thunderstorms are estimated to occur each year on the U.S. mainland, and they are experienced in nearly every region.</p> <p>Severe thunderstorms are discussed in the SC State Hazard Mitigation Plan, and due to its unpredictability, all buildings and facilities are considered to be equally exposed to this hazard.</p> <p>According to the state plan the historical annualized losses from severe thunderstorm are \$107,203 for Anderson and \$105,775 for Oconee County.</p> <p>Severe thunderstorm/High Wind was not included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>High winds are included in Tornadoes and Thunderstorms are included with Hail Storms.</p>

<p style="text-align: center;">Natural Hazards Considered</p>	<p style="text-align: center;">Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)</p>	<p style="text-align: center;">How was this determination made?</p>	<p style="text-align: center;">Why was this determination made?</p>
<p>Tornado / High Winds</p>	<p style="text-align: center;">YES</p>	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of NOAA NCEI Storm Events Database</p> <p>Review of historical presidential disaster declarations.</p>	<p>The U.S. reports over 800 tornadoes nationwide, resulting in an average of 80 deaths and 1,500 injuries.</p> <p>Tornadoes are discussed in the SC State Hazard Mitigation Plan, and because the location of tornado strikes are not limited to specific geographic regions of the state, all buildings and facilities are considered to be equally exposed to this hazard. According to the state plan the historical annualized losses from tornadoes are \$216,221 for Anderson and \$1,828,285 for Oconee County.</p> <p>Tornados were also included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p>

<p style="text-align: center;">Natural Hazards Considered</p>	<p style="text-align: center;">Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)</p>	<p style="text-align: center;">How was this determination made?</p>	<p style="text-align: center;">Why was this determination made?</p>
<p>Winter Storm</p>	<p>YES</p>	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of NOAA NCEI Storm Events Database Review of historical presidential disaster declarations.</p>	<p>Winter storms affect every state in the continental U.S. and Alaska. Severe winter storms, including blizzard, ice storm, and nor’easter, are discussed in the SC State Hazard Mitigation Plan, and while South Carolina does not regularly encounter winter storms, they can occur anywhere in the state and all buildings and facilities are considered to be equally exposed to this hazard. According to the state plan the historical annualized losses from winter storms are \$1,215,466 for Anderson and \$1,632,655 for Oconee County. Historically, Anderson/Oconee County have the highest number of loss-causing winter storm events in the state.</p> <p>Winter storms were included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>NCEI reports that Anderson/Oconee County has been affected by 69 winter weather events since 1996</p>

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
Earthquake	YES	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of National Geophysical Data Center website.</p> <p>Review of USGS Earthquake Hazards Program website.</p>	<p>Although the zone of greatest seismic activity in the United States is along the Pacific Coast, eastern regions have experienced significant earthquakes.</p> <p>Earthquakes are discussed in the SC State Hazard Mitigation Plan, and the Piedmont/Blue Ridge region (which includes Anderson/Oconee County) is generally considered at a low risk of major (magnitude 6+ on the Richter Scale) earthquakes but is susceptible to smaller earthquakes (magnitude 2-4). Earthquake was included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Earthquakes have occurred in and around the State of South Carolina in the past. The state is affected by the Charleston Fault line which has generated one magnitude 8.0 earthquake in the last 200 years. Since 2010, 12 earthquakes have been reported within 150 km of Anderson/Oconee County, all below a 3.0 magnitude.</p> <p>According to USGS seismic hazard maps, the peak ground acceleration (PGA) with a 10% probability of exceedance in 50 years for Anderson/Oconee County is approximately 5 to 7%g. FEMA recommends that earthquakes be further evaluated for mitigation purposes in areas with a PGA of 3%g or more.</p>

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
Expansive Soils	NO	<p>Review of FEMA's Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of USGS Swelling Clays Map of the Conterminous US.</p>	<p>The effects of expansive soils are most prevalent in parts of the Southern, Central, and Western U.S. Expansive soils were not included in the SC State Hazard Mitigation Plan. Expansive soils were not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Anderson and Oconee County is located in an area that has little to no clay swelling potential.</p>

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
Land Subsidence/Sinkhole	NO	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p>	<p>Land subsidence affects at least 45 states, including South Carolina. However, because of the broad range of causes and impacts, there has been limited national focus on this hazard.</p> <p>The SC State Hazard Mitigation Plan did not analyze sinkholes because while South Carolina does experience sinkholes, no loss data has been collected at this time.</p> <p>Land subsidence was not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p>
Tsunami	NO	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of FEMA “How-to” mitigation planning guidance (Publication 386-2, “Understanding Your Risks – Identifying Hazards and Estimating Losses)</p>	<p>No record exists of a catastrophic Atlantic basin tsunami impacting the mid-Atlantic coast of the United States. Tsunami inundation zone maps are not available for communities located along the U.S. East Coast.</p> <p>Tsunamis are described in the SC State Hazard Mitigation Plan as an extremely low threat for South Carolina, and any tsunamis impacting the state would likely be small and mostly inundate the beaches exclusively.</p> <p>Tsunami was not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>FEMA mitigation planning guidance suggests that locations along the U.S. East Coast have a relatively low tsunami risk and do not need to conduct a tsunami risk assessment at this time.</p>

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
Volcano	NO	<p>Review of FEMA's Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of USGS Volcano Hazards Program website.</p>	<p>More than 65 potentially active volcanoes exist in the United States, and most are located in Alaska. The Western states and Hawaii are also potentially affected by volcanic hazards.</p> <p>Volcano was not included in the SC State Hazard Mitigation Plan.</p> <p>Volcano was not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>There has not been a volcanic eruption in South Carolina in over 750 million years. However, the red clay soil found in the area is a result of iron that flowing lava brought to the area. No volcanoes are located in or near Anderson/Oconee County.</p>
HYDROLOGIC HAZARDS			
Dam and Levee Failure	NO	<p>Review of FEMA's Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p>	<p>The National Inventory of Dams shows dams are located in every state.</p> <p>Dam/levee failure is discussed in the SC State Hazard Mitigation Plan as part of the flood hazard.</p> <p>Dam and levee failure was not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p>

<p style="text-align: center;">Natural Hazards Considered</p>	<p style="text-align: center;">Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)</p>	<p style="text-align: center;">How was this determination made?</p>	<p style="text-align: center;">Why was this determination made?</p>
<p>Erosion</p>	<p style="text-align: center;">NO</p>	<p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p>	<p>Erosion is discussed in the SC State Hazard Mitigation Plan under costal hazards. Only coastal erosion is identified as a hazard of concern for South Carolina (not riverine or soil erosion).</p> <p>Erosion was not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p>

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
Flood	YES	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of National Oceanic and Atmospheric Administration (NOAA).</p> <p>National Centers for Environmental Information (NCEI) Storm Events Database.</p> <p>Review of historical disaster declarations.</p> <p>Review of FEMA Flood Insurance Rate Maps (DFIRM) data.</p> <p>Review of FEMA’s National Flood Insurance Program(NFIP)Community Status Book and Community Rating System (CRS).</p>	<p>Floods occur in all 50 states and in the U.S. territories. Flooding is the most frequent and costly hazard in the US; 75% of all presidential disasters have been related to flooding.</p> <p>Flood is thoroughly discussed in the SC State Hazard Mitigation Plan. The State is found to be at risk of riverine flooding, coastal flooding, flash flooding, local drainage problems, and dam/levee failure. According to the state plan the historical annualized losses from flood are \$80,982 for Anderson and \$115,907 for Oconee County.</p> <p>Flood was included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Seven jurisdictions in Anderson county and three in Oconee participate in the NFIP; however, no jurisdictions currently participate in the CRS.</p>

<p style="text-align: center;">Natural Hazards Considered</p>	<p style="text-align: center;">Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)</p>	<p style="text-align: center;">How was this determination made?</p>	<p style="text-align: center;">Why was this determination made?</p>
<p>Storm Surge</p>	<p style="text-align: center;">NO</p>	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of NOAA NCEI Storm Events Database.</p>	<p>Given the inland location of Anderson/Oconee County, storm surge would not likely affect the area.</p> <p>Storm surge is discussed in the SC State Hazard Mitigation Plan under the hurricane hazard, and the state plan indicates that only the coastal shoreline counties are subject to storm surge.</p> <p>Storm surge was not identified as a hazard in the previous Anderson Oconee County Hazard Mitigation Plan.</p> <p>NCEI does not report any historical storm surge events for Anderson/Oconee County.</p>

<p style="text-align: center;">Natural Hazards Considered</p>	<p style="text-align: center;">Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)</p>	<p style="text-align: center;">How was this determination made?</p>	<p style="text-align: center;">Why was this determination made?</p>
<p>Coastal Flooding & High Winds</p>	<p style="text-align: center;">NO</p>	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of NOAA NCEI Storm Events Database.</p>	<p>Given the inland location of Anderson/Oconee County, coastal flooding would not likely affect the area. Any high winds would be associated with hurricanes traveling inland.</p> <p>Coastal flooding & winds are discussed in the SC State Hazard Mitigation Plan under the hurricane hazard, and the state plan indicates that only the coastal shoreline counties are subject to coastal flooding & winds.</p> <p>Coastal flooding & high winds were not identified as a hazard in the previous Anderson Oconee County Hazard Mitigation Plan.</p> <p>NCEI does not report any historical coastal flooding events for Anderson/Oconee County.</p>

Natural Hazards Considered	Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)	How was this determination made?	Why was this determination made?
OTHER HAZARDS			
Wildfire	YES	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of Southern Wildfire Risk Assessment (SWRA).</p> <p>Data Review of the SC Forestry Commission website and data.</p>	<p>Wildfires occur in virtually all parts of the United States. Wildfire hazard risks will increase as low-density development along the urban/wildland interface increases.</p> <p>Wildfire is discussed in the SC State Hazard Mitigation Plan, and since the majority of wildfires are human-caused or from lightning strikes, they can occur anywhere in South Carolina and all buildings and facilities are considered to be equally exposed to this hazard. According to the state plan, the historical annualized losses from wildfire for Anderson County is \$0. However, Anderson experienced one fire in 1985 causing over 239,430 crop damage and 3,900 property damage less than 100 acres damage: Oconee County did experience one major fire in 1985 causing over \$26,478.88 in property damage and \$264,788.71 in crop damage, and over 100 acres property damage.; however neighboring Pickens county experienced the Pinnacle Mountain fire in 2016, which resulted in more than \$5 million in expenses and 10,623 acres burned.</p> <p>Wildfire was included in the previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>A review of SWRA data indicates that there are some areas of elevated concern in Anderson/Oconee County.</p>

<p style="text-align: center;">Natural Hazards Considered</p>	<p style="text-align: center;">Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)</p>	<p style="text-align: center;">How was this determination made?</p>	<p style="text-align: center;">Why was this determination made?</p>
<p>Hazardous Materials Incident</p>	<p style="text-align: center;">No</p>	<p>Review of FEMA’s Multi-Hazard Identification and Risk Assessment.</p> <p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Review of EPA Toxic Release Inventory (TRI).</p> <p>Review of USDOT Pipeline and Hazardous Materials Safety.</p> <p>Administration (PHMSA) incident database.</p> <p>Discussions with local LEPC/HazMat officials.</p>	<p>Cities, counties, and towns where hazardous materials fabrication, processing, and storage sites are located, and those where hazardous waste treatment, storage or disposal facilities operate, are at risk for hazardous materials events. Although hazardous materials incidents are discussed in the SC State Hazard Mitigation Plan, annualized losses from hazardous materials incidents are not reported.</p> <p>The SC State Hazard Mitigation Plan indicates the following hazardous materials sites are located within Anderson County: 56 TRI sites, 1 Hazardous Material Treatment/Storage/Disposal sites, and 25 Solid Waste Landfills. Oconee County: 24 TRI sites, and 8 Solid Waste Landfills.</p>

<p style="text-align: center;">Natural Hazards Considered</p>	<p style="text-align: center;">Was this hazard identified as a significant hazard to be addressed in the plan at this time? (Yes or No)</p>	<p style="text-align: center;">How was this determination made?</p>	<p style="text-align: center;">Why was this determination made?</p>
<p>Transportation Incident</p>	<p style="text-align: center;">No</p>	<p>Review of SC State Hazard Mitigation Plan.</p> <p>Review of previous Anderson/Oconee County Hazard Mitigation Plan.</p> <p>Discussions with local officials.</p>	<p>Transportation incident was not included in the SC State Hazard Mitigation Plan.</p> <p>Transportation incident was not identified as a hazard in the previous Anderson/Oconee County Hazard Mitigation Plan.</p>

4.1 HAZARD IDENTIFICATION RESULTS

TABLE 4.4: SUMMARY RESULTS OF THE HAZARD IDENTIFICATION AND EVALUATION PROCESS

ATMOSPHERIC HAZARDS	GEOLOGIC HAZARDS
<input type="checkbox"/> Avalanche	<input checked="" type="checkbox"/> Earthquake
<input checked="" type="checkbox"/> Drought	<input type="checkbox"/> Expansive Soils
<input type="checkbox"/> Extreme Cold	<input checked="" type="checkbox"/> Landslide
<input checked="" type="checkbox"/> Hailstorm	<input type="checkbox"/> Land Subsidence/Sinkhole
<input checked="" type="checkbox"/> Heat Wave/Extreme Heat	<input type="checkbox"/> Tsunami
<input checked="" type="checkbox"/> Hurricane/Tropical Storm	<input type="checkbox"/> Volcano
<input checked="" type="checkbox"/> Lightning	HYDROLOGIC HAZARDS
<input type="checkbox"/> Nor'easter	<input type="checkbox"/> Dam and Levee Failure
<input checked="" type="checkbox"/> Severe Thunderstorm/High Wind	<input type="checkbox"/> Erosion
<input checked="" type="checkbox"/> Tornado	<input checked="" type="checkbox"/> Flood
<input checked="" type="checkbox"/> Winter Storm and Freeze	<input type="checkbox"/> Storm Surge
	OTHER HAZARDS
	<input checked="" type="checkbox"/> Wildfire
	Hazardous Materials Incident
	Transportation Incident

= Hazard considered significant enough for further evaluation in the Anderson & Oconee County hazard risk assessment.

SECTION 5

HAZARD PROFILES

This section includes detailed hazard profiles for each of the hazards identified in Section 4 (*Hazard Identification*) as significant enough for further evaluation in the Multi-Jurisdictional Hazard Mitigation Plan. It contains the following subsections:

Overview

- ❖ 5.1 Overview
- ❖ 5.2 Study Area

Atmospheric Hazards

- ❖ 5.3 Winter Storms
- ❖ 5.4 Hail/Thunderstorms
- ❖ 5.5 Lighting/Thunderstorms
- ❖ 5.6 Tornado/High Winds
- ❖ 5.7 Drought/Heatwave
- ❖ 5.8 Floods
- ❖ 5.9 Wildfires
- ❖ 5.10 Hurricane
- ❖ 5.11 Earthquake

Conclusions

- ❖ 5.17 Conclusions on Hazard Risk
- ❖ 5.18 Final Determinations

44 CFR Requirement

44 CFR Part 201.6(c)(2)(i): The risk assessment shall include a description of the type, location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events

Overview

5.1 OVERVIEW

This section includes detailed hazard profiles for each of the hazards identified in Section 4 (*Hazard Identification*) as significant enough for further evaluation in the Multi-Jurisdictional Hazard Risk Assessment by creating a hazard profile. Each hazard profile includes a general description of the hazard, its location and extent, notable historical occurrences, and the probability of future occurrences.

Each profile also includes specific items noted by members of the Hazard Mitigation Planning Team as it relates to unique historical or anecdotal hazard information for Anderson County & Oconee County or a participating municipality within it.

The following hazards were identified:

- ❖ **Atmospheric**
 - ❖ Drought/Heatwave
 - ❖ Hail/Thunderstorm
 - ❖ Hurricane/Tropical Storm
 - ❖ Lightning
 - ❖ Severe Thunderstorm/High Wind
 - ❖ Tornado
 - ❖ Winter Storm and Freeze
 - ❖ Wildfire

The DMA 2000 legislation and related FEMA planning guidance require mitigation plans to include discussion of community vulnerability to natural hazards. Vulnerability is generally defined as the damage (including direct damages and loss of function) that would occur when various levels of hazards impact a structure, operation or population. For example, vulnerability can be expressed as the percent damage to a building when it is flooded, or the number of days that a government office will be shut down after a windstorm, etc., assuming there is sufficient detailed data available to support the calculations. Because this Plan update is at the scale of multiple entire Counties, it is not practical to complete vulnerability assessments on the many individual assets, operations and populations in the planning area. It is possible, however, to make some general observations based on the hazard identifications and risk assessments that are the subjects of Section 5 of this Plan update. Therefore, the following terms are used to describe levels of vulnerability.

- High – 66%-100% percent damage to a building when it is flooded, or the number of days that a government office will be shut down.
- Moderate – 34%-65% percent damage to a building when it is flooded, or the number of days that a government office will be shut down.
- Low – 0%-33% percent damage to a building when it is flooded, or the number of days that a government office will be shut down.

As illustrated in Section 4 (Hazard Identification), each County is subject to numerous natural hazards, although in some cases the hazards have rarely impacted the area, or their effects have been relatively minor. It is important to recognize that several other hazards present significant risks (i.e., potential for future losses) to the County, even though they have occurred infrequently in the past, or have not caused much damage.

The impact/extent of damage is derived primarily from utilizing calculations from the University of South Carolina Hazards & Vulnerability Research Institute Department of Geography Spatial Hazard Event Loss Dataset for the US (SHELDUS) information which originally contained only those events that generated greater than \$50,000 in combined crop and property damage. This damage assessment is countywide regardless of municipal boundaries. Damage in less severe degrees may have occurred throughout the county and its municipalities affecting each municipality in varying degrees depending on the severity of the hazard and time of year. The full list of events, regardless of dollar amount, can be found on the University of South Carolina Hazards & Vulnerability Research Institute's SHELDUS website. In conjunction with the events noted on data from SHELDUS the vulnerability of the Counties was calculated using the total number of events that met the threshold of \$50,000 in damage, number of years, and reoccurrence intervals; to provide a frequency hazard percentage for each hazard.

During the 2023 HMP update FEMA National Risk Index (NRI) was utilized for each hazard. Risk index analysis statistics were provided by FEMA and placed into corresponding sections. Each data set had varying time periods, none going over the year 2017 for each risk. Risk Index scores are calculated by FEMA using an equation that combines scores for Expected Annual Loss due to natural hazards, Social Vulnerability, and Community Resilience:

$$\begin{aligned} &\text{Expected Annual Loss} \\ &\times \text{Social Vulnerability} \\ &\div \text{Community Resilience} \\ &= \text{Risk Index} \end{aligned}$$

Other data was compiled from various other sources such as maps from FEMA Resilience Analysis and Planning Tool (RAPT) and climate data from National Centers for Environmental Information. Compiling data from various sources allowed both counties to ensure that ample amounts of research, this would make mitigation strategies simpler in critical moments.

5.2 STUDY AREA

Anderson and Oconee County includes 14 municipalities and the unincorporated area of the counties. **Table 5.1** provides a summary table of the participating municipalities. In addition, **Figure 5.1** provides a base map of Anderson County for reference. **Figure 5.2** provides a base map of Oconee County for reference.

**TABLE 5.1: PARTICIPATING JURISDICTIONS IN THE
ANDERSON & OCONEE COUNTY HAZARD MITIGATION PLAN**

Anderson County	Oconee County
Anderson	Salem
Belton	Seneca
Honea Path	Wahalla
Iva	West Union
Pendleton	Westminster
Pelzer	
Starr	
West Pelzer	
Williamston	

FIGURE 5.1: ANDERSON COUNTY BASE MAP

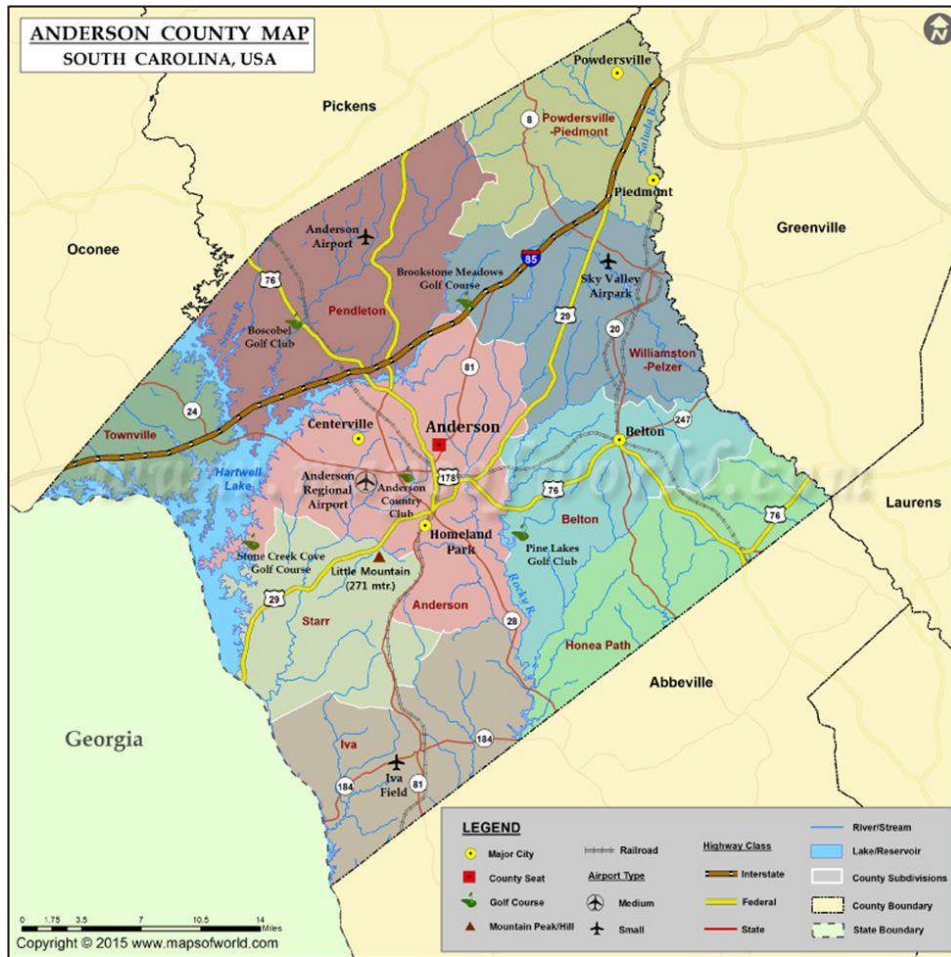


FIGURE 5.2: OCONEE COUNTY BASE MAP

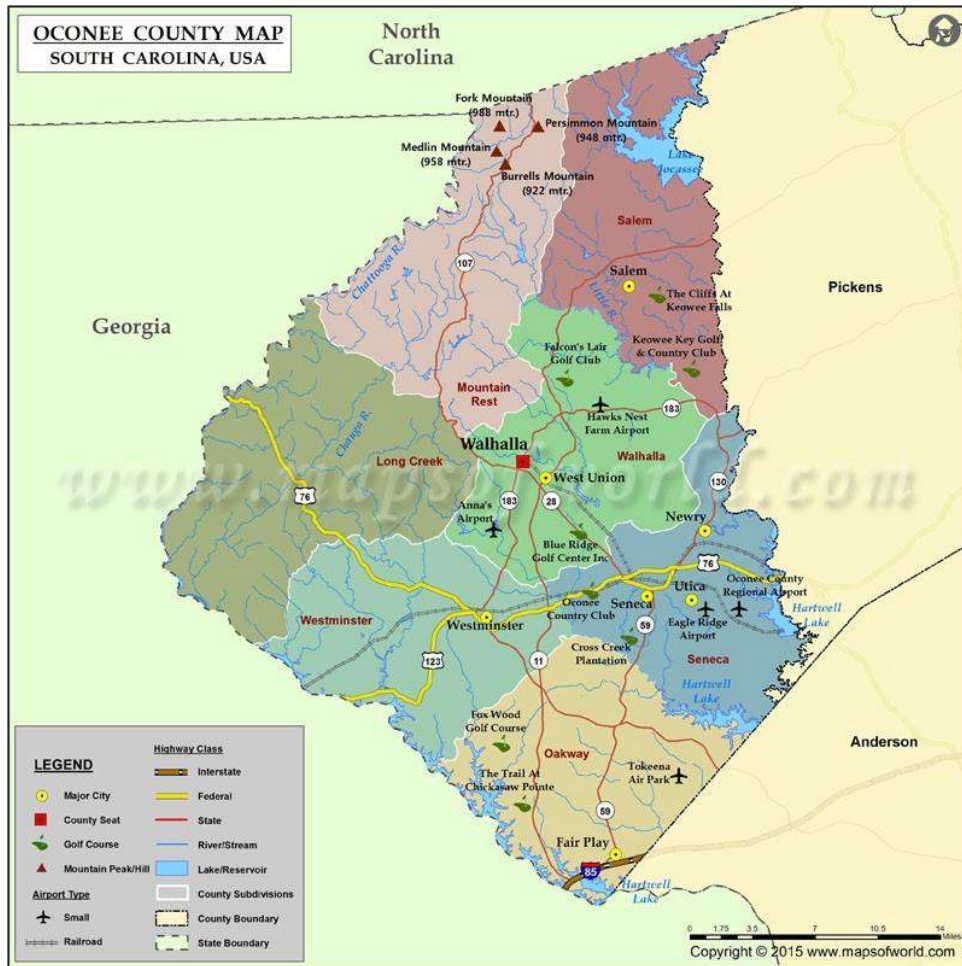
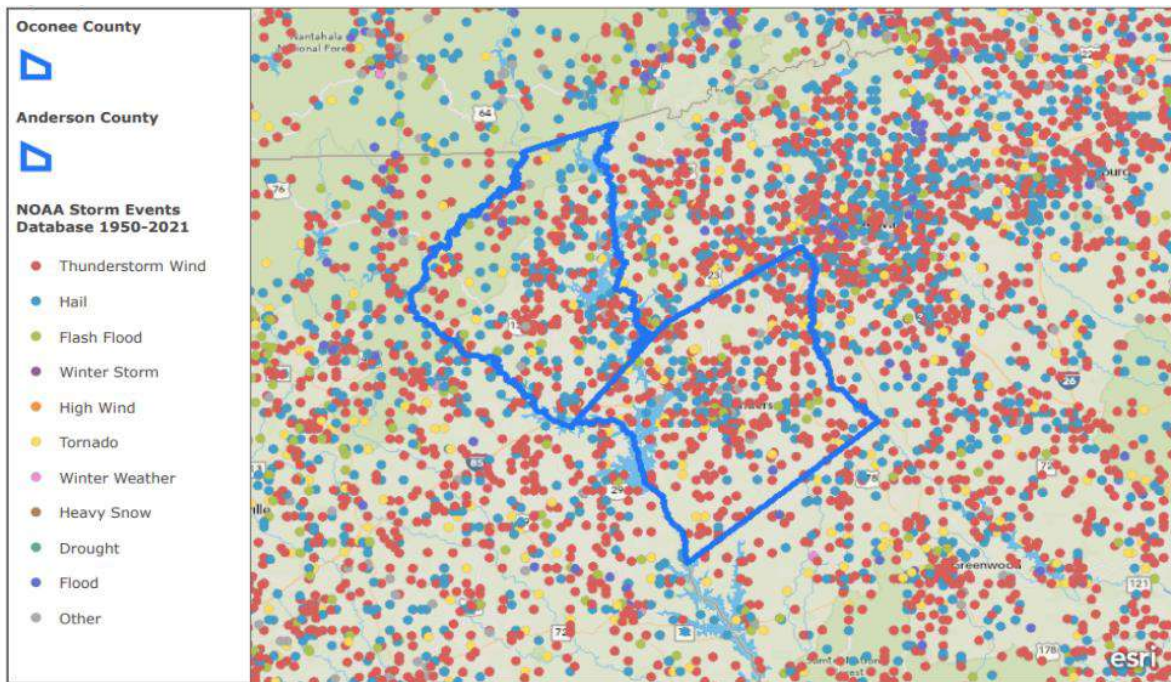


FIGURE 5.3 SUMMARY OF IDENTIFIED HAZARD EVENTS IN ANDERSON & OCONEE COUNTY



<https://www.arcgis.com/apps/mapviewer/index.html?layers=5c112c1f08e54108b410a67e8a93a07a>

The maps presented in Figure 5.3 are an overview of both Anderson and Oconee counties and their municipalities that are participating in the 2023 update of the hazard mitigation plan. The data provided also gives a brief overview of the particular hazards that will be discussed throughout this portion of the plan. In a conjoining effort, both Anderson and Oconee counties have provided ample amounts of data to calculate risks, event probability, and recommendations for mitigation.

Atmospheric Hazards

5.3 Winter storms

5.3.1 Background

A winter storm can range from a moderate snow over a period of a few hours to blizzard conditions with blinding wind-driven snow that lasts for several days. Events may include snow, sleet, freezing rain, or a mix of these wintry forms of precipitation. Some winter storms might be large enough to affect several states while others might affect only localized areas. Occasionally, heavy snow might also cause significant property damages, such as roof collapses on older buildings. All winter storm events have the potential to present dangerous conditions to the affected area.

Snowstorms

Larger snowfalls pose a greater risk, reducing visibility due to blowing snow and making driving conditions treacherous. A heavy snow event is defined by the National Weather Service as an accumulation of 4 or more inches in 12 hours or less. A blizzard is the most severe form of winter storm. It combines low temperatures, heavy snow, and winds of 35 miles per hour or more, which reduces visibility to a quarter mile or less for at least 3 hours. Winter storms are often accompanied by sleet, freezing rain, or an ice storm. Such freeze events are particularly hazardous as they create treacherous surfaces.

Ice Storms

Ice storms are defined as storms with significant amounts of freezing rain and are a result of cold air damming (CAD). CAD is a shallow, surface-based layer of relatively cold, stably stratified air entrenched against the eastern slopes of the Appalachian Mountains. With warmer air above, falling precipitation in the form of snow melts, then becomes either super-cooled (liquid below the melting point of water) or re-freezes. In the former case, super-cooled droplets can freeze on impact (freezing rain); while in the latter case, the re-frozen water particles are ice pellets (or sleet). Sleet is defined as partially frozen raindrops or refrozen snowflakes that form into small ice pellets before reaching the ground. They typically bounce when they hit the ground and do not stick to the surface. However, it does accumulate like snow, posing similar problems and has the potential to accumulate into a layer of ice on surfaces. Freezing rain, conversely, usually sticks to the ground, creating a sheet of ice on the roadways and other surfaces.

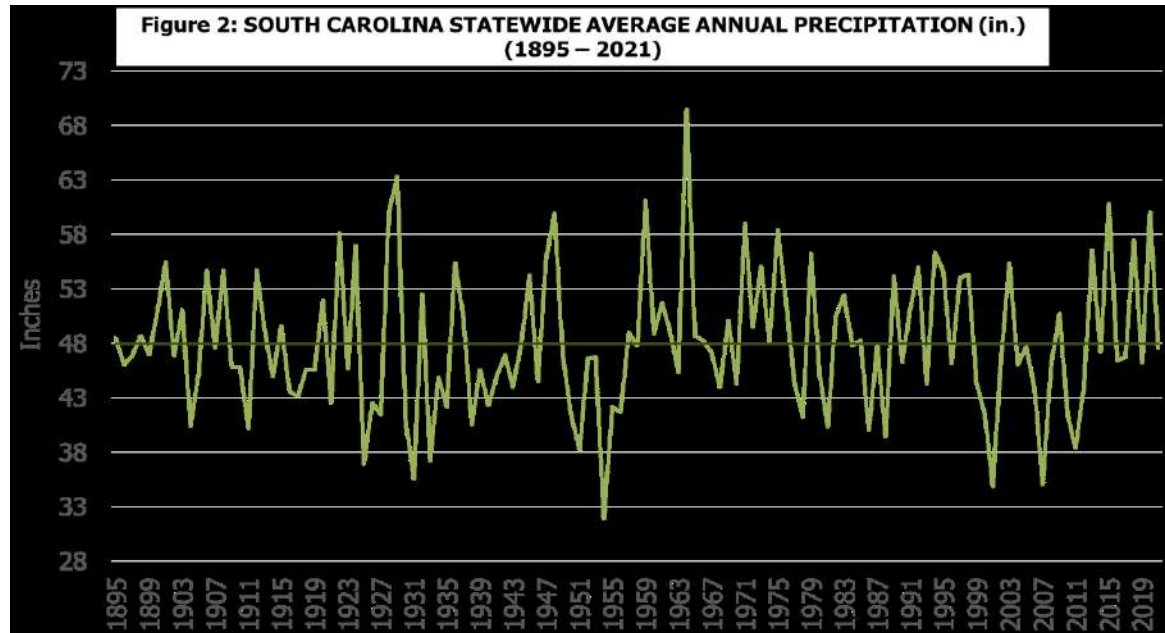
All of the winter storm elements – snow, sleet, ice, etcetera – have the potential to cause significant hazard to a community. Even small accumulations can down power lines and tree limbs and create hazardous driving conditions. Furthermore, communication and power may be disrupted for days.

<https://www.ncdc.noaa.gov/stormevents/>

<https://www.c2es.org/content/tornadoes-and-climate-change/>

SECTION 5: HAZARD PROFILES

According to SC Hazard Mitigation Plan winter weather events in South Carolina can be high-impact incidents because of their rarity. In the Upstate, two or three winter events with snow or ice accumulation or freezing rain accretion typically occur per winter season. The Midlands and Pee Dee regions average about one winter precipitation event per season. There may be several years between winter events in the Lowcountry. Most of the state averages two inches or less of snowfall each year. The annual snowfall average is higher in the mountains, with a mean yearly snowfall of five to seven inches at the state’s highest elevations. Winter weather events that impact South Carolina often include a combination of snow, sleet, and freezing rain.



Major disaster declarations

Winter storms (consisting of snow, ice, and cold temperatures) can cause major problems in regions that are not prepared for them. These types of storms can damage property, create safety risks, destroy crops and valuable timber, damage infrastructure components such as power lines, and have enormous economic impacts (SCEMD). There were major Southeastern snowstorms in 1899, 1914, 1973, 2000, and 2002. Additionally, there have been many more localized winter storms. In January 1968 and February 1979 large ice storms paralyzed the County for several days. More recently in 2002, 2004, 2005, and 2014 ice and snowstorms covered the Region resulting in power outages and hazardous driving conditions. Each County suffers an average of one to two winter storms each year.

There have been several significant winter storm events within South Carolina designated as “Major Disaster Declaration”

Severe Weather Storm	Incident Start Date:	Incident End Date:	Declared as Major Disaster:
Winter Storm: DR-4166	2/10/2014	2/15/2014	3/12/2014
Ice Storm: DR-1625	12/15/2005	12/16/2005	1/20/2006
Ice Storm: DR-1509	1/26/2004	1/30/2004	2/13/2004
Ice Storm: DR-1451	12/4/2002	12/6/2002	1/8/2003
Winter Storm: DR-1313	1/22/2000	2/1/2000	1/31/2000

Official website of the Department of Homeland Security (<https://www.fema.gov/disasters>)

5.3.2 Community Risk Analysis

Ice Storms

In data compiled by FEMA, via the National Risk Index, Anderson County has a relatively high risk of ice storms, and an expected annual loss of \$0.88M, as shown in figure 5.3.2. Oconee county has a relatively high risk of winter weather, with an expected annual loss of \$0.61M as shown in figure 5.3.3.

Figure 5.3.2 Anderson County risk analysis



Figure 5.3.3 Oconee County risk analysis



Winter Weather

In data compiled by FEMA, via the National Risk Index, Anderson County has a very low risk of winter weather, and an expected annual loss of \$2.1k, as shown in figure 5.3.5. Oconee county has a relatively moderate risk of winter weather, with an expected annual loss of \$0.12M as shown in figure 5.3.6.

Figure 5.3.5 Anderson County risk analysis

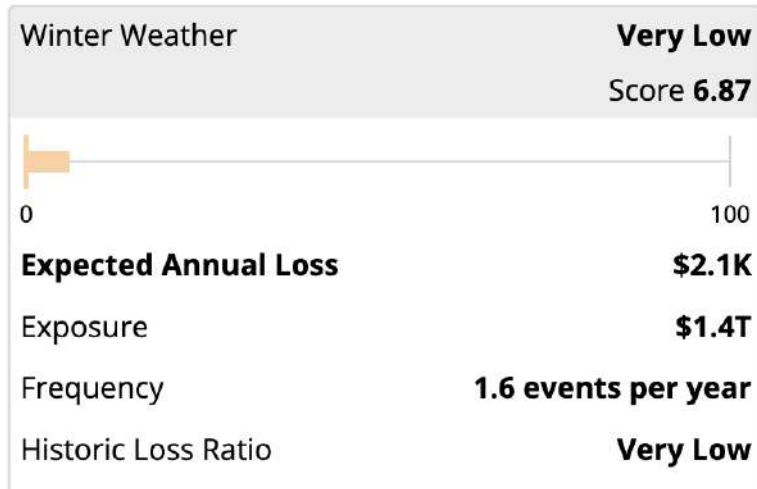
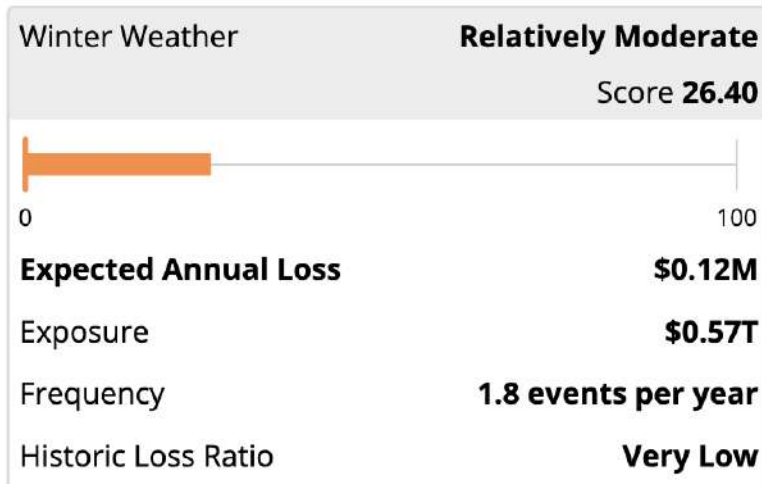


Figure 5.3.6 Oconee County risk analysis

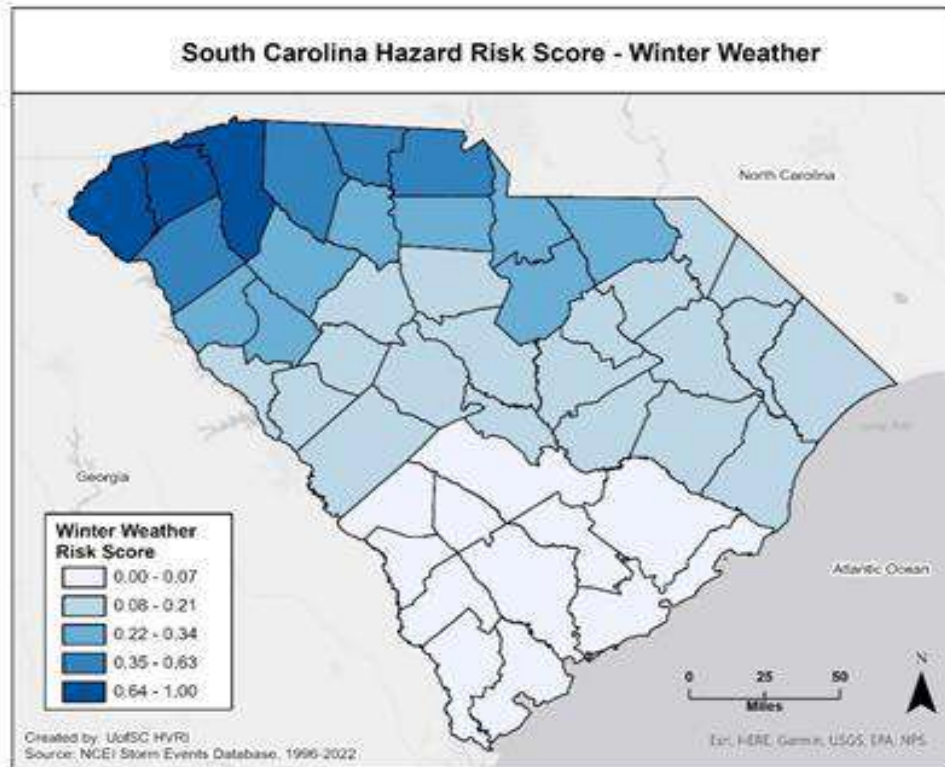


Location and Spatial Extent

Nearly the entire continental United States is susceptible to winter storm events. Some ice and winter storms may be large enough to affect several states while others might affect limited, localized areas. The degree of exposure typically depends on the normal expected severity of local winter weather. Anderson and Oconee Counties are accustomed to severe winter weather conditions and often receives winter weather during the winter months. Given the atmospheric nature of the hazard, all jurisdictions within the counties are uniformly exposed to winter storms. Current climate models indicate global average temperatures may rise between 4.7 to 8.6 degrees by the end of the century, the increased rate of precipitation events will likely cause an increase in the frequency and severity of winter storms impacting Anderson and Oconee Counties County in the future.

<https://www.c2es.org/content/climate-impacts/>

Figure 5.3.7 South Carolina Hazard Risk Score



Historical Occurrences

According to Spatial Hazard Event and Losses Database (SHELDUS) for the United States, Anderson and Oconee Counties have had a combined 55 winter storm events that have reached a threshold of \$50,000. Tables 5.3.8 and 5.3.9 detail those events totaling \$36,789,816.80 in total property damage and 1.34 injuries. All data has been updated to 2020 inflation, and charts provided by SHELDUS reflect this change.

Anderson County Extent

Considering the frequency and intensity of winter storm events in Anderson County; the future predictability frequency and intensity of winter storm events is low as the entire county is equally susceptible to winter storm events and likely to cause low to moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 8 days and 2 days event causing property damage, causing property damage ranging from 5,000 to 5,000 dollars in damage for a total of 10,000 dollars property damage, with zero deaths and injuries.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Winter Storm**

Anderson county contains the following zones:

Anderson

8 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	8
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	2
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Anderson County has experienced 15 notable winter weather evens from the time frame of 01/01/1970 through 01/01/2021. A winter weather event is considered notable when it causes at or above \$50,000 in combined property and crop damages. These winter weather events have caused 1.59 fatalities and .67 injuries to county residents. They caused a collective \$21,258,855.88 in property damage and \$60,045,920.90 in crop damages adjusted to 2020 inflation. Data has been provided and adjusted through SHEL DUS.

Table 5.3.8 Anderson County Notable Winter Weather Events from 1/1/1970-1/1/2021

SHELDUS
Query results

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
3/16/17	*Wind/Winter Weather	52,543,097.72	0	0	0
4/8/07	Winter Weather	3,792,569.38	0	0	0
12/15/05	Winter Weather	0	0	0	268,427.69
12/4/02	Winter Weather	0	0	0	16,027,326.54
1/2/99	Winter Weather	0	0	0	3,146,694.37
3/8/96	Winter Weather	2,784,359.9	0	0	0
3/13/93	Winter Weather	64,784.89	0	0	64,784.89
3/21/90	Winter Weather	217,989.78	0	0	0
2/17/89	Winter Weather	0	0	0	132,116.75
2/17/89	Winter Weather	0	1	0	132,116.75
2/6/79	Winter Weather	601.76	0	0	601,743.91
2/9/73	Winter Weather	641.72	0.2	0	641,695.15
1/7/73	Winter Weather	641,695.15	0	0	64,169.54
3/25/71	Winter Weather	179.79	0.39	0.67	179,780.29
12/3/71	*Severe Storm/Thunderstorm/Wind/Winter Weather	70,348.83	0	0	70,348.83
Total		\$60,116,269.7	1.59	.67	\$21,329,204.60

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

*Hazard may be repeated in another section

Winter Storm Probability and Vulnerability

Anderson County: Winter Weather Probability

County	Number of Events	Years	Recurrence Intervals (years)	Hazard Frequency (% change/year)
Anderson	15	50	3.33	30%

Vulnerability

Anderson County

Overall, Anderson County has a moderate level vulnerability to winter storms. The probability of one or more winter weather events in Anderson County is 30%. Examining past events, it is evident that winter storms can significantly disrupt normal operations within a community. In addition, some ice storms associated with winter storms have caused significant property damage and disruption of the electric utilities. Overall, when taking into consideration the moderate level vulnerability of winter storms in the county, and the past history of the event, the municipalities have a moderate level vulnerability to winter storms.

Recommendation:

Early warnings are possibly the best hope for residents when a winter storm strikes. Citizens must immediately be aware when a community will be facing a winter storms incident. Communities that do not already possess warning systems should plan to purchase a system. Storm shelters are another important means of mitigating the effects of winter storm events. A community-wide shelter program should be considered for residents who may not have adequate shelter in their homes. Residents should also be encouraged to build their own storm shelters to prepare for emergencies. Local governments should encourage residents to purchase weather radios to ensure that everyone has sufficient access to information in times of severe weather.

Oconee County Extent

Considering the frequency and intensity of winter storm events in Oconee County; the future predictability frequency and intensity of winter storm events is low as the entire county is equally susceptible to winter storm events and likely to cause low to moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of days events being 13 with 2 event days causing property damage of 5,000 to 5,000 dollars in property damage with a total of 20,000 in property damage and zero deaths and injury.

Storm Events Database

Search Results for Oconee County, South Carolina

SECTION 5: HAZARD PROFILES

Event Types: Winter Storm

Oconee county contains the following zones:

Oconee Mountains, Greater Oconee

23 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	4
Number of Days with Event:	13
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	2
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Oconee County has experienced 27 notable winter weather events from the time frame of 01/01/1970 through 01/01/2021. A winter weather event is considered notable when it causes at or above \$50,000 in combined property and crop damages. These winter weather events have caused 1.18 fatalities and .67 injuries to county residents. They caused a collective \$15,460,612.2 in property damage and \$125,052,531. in crop damages adjusted to 2020 inflation.

Table 5.3.8: Oconee County Notable Winter Weather Events from 1/1/1970-1/1/2021

SHELDUS
Query results

SECTION 5: HAZARD PROFILES

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
3/16/17	*Wind/ Winter Weather	52,543,097.72	0	0	0
3/16/17	*Wind/ Winter Weather	52,543,097.72	0	0	0
4/8/07	Winter Weather	1,264,189.79	0	0	0
4/8/07	Winter Weather	7,585,138.77	0	0	0
12/15/05	Winter Weather	0	0	0	100,660.38
12/4/02	Winter Weather	0	0	0	7,285,148.43
12/4/02	Winter Weather	0	0	0	2,914,059.37
1/2/99	Winter Weather	0	0	0	3,146,694.37
1/9/97	Winter Weather	0	0	0	65,325.77
3/8/96	Winter Weather	2,784,359.9	0	0	0
3/13/93	Winter Weather	64,784.89	0	0	64,784.89
12/27/92	Winter Weather	33,362.13	0	0	33,362.13
3/21/90	Winter Weather	217,989.78	0	0	0
2/17/89	Winter Weather	0	0	0	132,116.75
2/17/89	Winter Weather	0	0	0	132,116.75
4/10/85	Winter Weather	203,004.67	0	0	0
12/25/83	Winter Weather	28,605.7	0.59	0	28,605.7
4/17/83	Winter Weather	2,860,568.8	0	0	0
4/7/82	Winter Weather	3,395,332.13	0	0	0
3/27/82	Winter Weather	295,247.22	0	0	0
2/6/79	Winter Weather	601.76	0	0	601,743.91
4/11/73	Winter Weather	163,988.78	0	0	0
2/9/73	Winter Weather	641.72	0.2	0	641,695.15
1/7/73	Winter Weather	641,695.15	0	0	64169.54
4/1/72	Winter Weather	356,295.72	0	0	0
3/25/71	Winter Weather	179.79	0.39	0.67	179,780.29
12/3/71	*Severe Storm/Thunderstorm/Wind/Winter Weather	70,348.83	0	0	70,348.83
Total		125,052,531	1.18	.67	15,460,612.20

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Oconee County: Oconee County Winter Weather Probability

County	Number of Events	Number of Years	Recurrence Interval (years)	Hazard Frequency (% chance/year)
Oconee	27	50	1.85	54%

Vulnerability

Oconee County

Overall, Oconee County has a moderate level of vulnerability to winter storms. The probability of one or more winter weather events in Oconee County is 54%. Examining past events, it is evident that winter storms can significantly disrupt normal operations within a community. In addition, some ice storms associated with winter storms have caused significant property damage and disruption of the electric utilities. Overall, when taking into consideration the moderate level of vulnerability to winter storms in the county, and the past history of the event, the municipalities have a moderate level of vulnerability to winter storms.

Recommendations

Early warnings are possibly the best hope for residents when a winter storm strikes. Citizens must immediately be aware when a community will be facing a winter storms incident. Communities that do not already possess warning systems should plan to purchase a system. Storm shelters are another important means of mitigating the effects of winter storm events. A community-wide shelter program should be considered for residents who may not have adequate shelter in their homes. Residents should also be encouraged to build their own storm shelters to prepare for emergencies. Local governments should encourage residents to purchase weather radios to ensure that everyone has sufficient access to information in times of severe weather.

5.4 Hail/Thunderstorms

Background

NOAA classifies thunderstorms as a rain-bearing cloud that also produces lightning, along with possible hail. All thunderstorms are dangerous. Every thunderstorm produces lightning. In the United States, an average of 300 people are injured and 80 people are killed each year by lightning.

Although most lightning victims survive, people struck by lightning often report a variety of long-term, debilitating symptoms. Other associated dangers of thunderstorms include tornadoes, strong winds, hail, and flash flooding. Flash flooding is responsible for more fatalities—more than 140 annually—than any other thunderstorm-associated hazard.

Hail is frozen droplets of water that thaw and freeze while wind patterns (updrafts and downdrafts) take them between colder and warmer elevations within a thunderstorm cloud. Each time the droplet re-freezes, another layer of ice is added to the object, thus making it larger until it falls to the earth.

Hail is a costly result of severe weather in the United States. In an average year, hail causes one billion dollars in crop and property damage each year in this country.

Unlike [ice pellets](#), hail stones are layered and can be irregular and clumped together. Hail is composed of transparent ice or alternating layers of transparent and translucent ice at least 1 millimeter (0.039 in) thick, which are deposited upon the hail stone as it cycles through the cloud multiple times, suspended aloft by air with strong upward motion until its weight overcomes the updraft and falls to the ground. There are methods available to detect hail-producing thunderstorms using [weather satellites](#) and [radar](#) imagery. Hail stones generally fall at higher speeds as they grow in size, though complicating factors such as melting, friction with air, wind, and interaction with rain and other hail stones can slow their descent through [Earth's atmosphere](#). Severe weather warnings are issued for hail when the stones reach a damaging size, as it can cause serious damage to man-made structures and, most commonly, farmers' crops. In the United States, the [National Weather Service](#) issues severe thunderstorm warnings for hail 1" or greater in diameter. This threshold, effective January 2010, marked an increase over the previous threshold of $\frac{3}{4}$ " hail. The Service made the change for two main reasons: a) public complacency and b) recent research suggesting that damage does not occur until a hailstone reaches 1" in diameter. ([NOAA/ National Weather Service National Centers for Environmental Prediction](#)).

Hailstorms are a potentially damaging outgrowth of severe thunderstorms (thunderstorms are discussed separately). Early in the developmental stages of a hailstorm, ice crystals form within a low-pressure front due to the rapid rising of warm air into the upper atmosphere and the subsequent cooling of the air mass. Frozen droplets gradually accumulate on the ice crystals until they develop to a sufficient weight and fall as precipitation. Hail typically takes the form of spheres or irregularly shaped masses greater than 0.75 inches in diameter. The size of hailstones is a direct function of the size and severity of the storm. High velocity updraft winds are required to keep hail in suspension in thunderclouds. The strength of the updraft is a function of the intensity of heating at the Earth's surface. Higher temperature gradients relative to elevation above the surface result in increased suspension time and hailstone size.³ **Table 5.4.1** shows the Tornado and Storm Research Organization's (TORRO) Hailstorm Intensity Scale which is a way of measuring hail severity.⁴

TABLE 5.4.1: TORRO HAILSTORM INTENSITY SCALE

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Scale	Intensity category	Typical hail diameter (mm)*	Probable kinetic energy J m ⁻²	Typical damage impacts
H0	Hard hail	5	0-20	No damage
H1	Potentially damaging	5-15	>20	Slight general damage to plants, crops
H2	Significant	10-20	>100	Significant damage to fruit, crops, vegetation
H3	Severe	20-30	>300	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored
H4	Severe	25-40	>500	Widespread glass damage, vehicle bodywork damage
H5	Destructive	30-50	>800	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries
H6	Destructive	40-60		Bodywork of grounded aircraft dented, brick walls pitted
H7	Destructive	50-75		Severe roof damage, risk of serious injuries
H8	Destructive	60-90		(Severest recorded in the British Isles) Severe damage to aircraft bodywork
H9	Super Hailstorms	75-100		Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open
H10	Super Hailstorms	>100		Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open

Source: <http://www.torro.org.uk/site/hscale.php>

² <https://www.c2es.org/content/drought-and-climate-change/#:~:text=How%20climate%20change%20contributes%20to,the%20timing%20of%20water%20availability.>

³ <https://www.nssl.noaa.gov/education/svrwx101/hail/>

⁴ <https://www.torro.org.uk/v2021/> ⁵ <https://www.weather.gov/phi/ThunderstormDefinition>

Community Risk Analysis

Hail Risk Analysis

In data compiled by FEMA, via the National Risk Index, Anderson County has a relatively low risk of hail, and an expected annual loss of \$0.18M, as shown in figure 5.4.2. Oconee county has a relatively low risk of hail, with an expected annual loss of \$0.11M as shown in figure 5.4.3.

Figure 5.4.2 Anderson County risk analysis



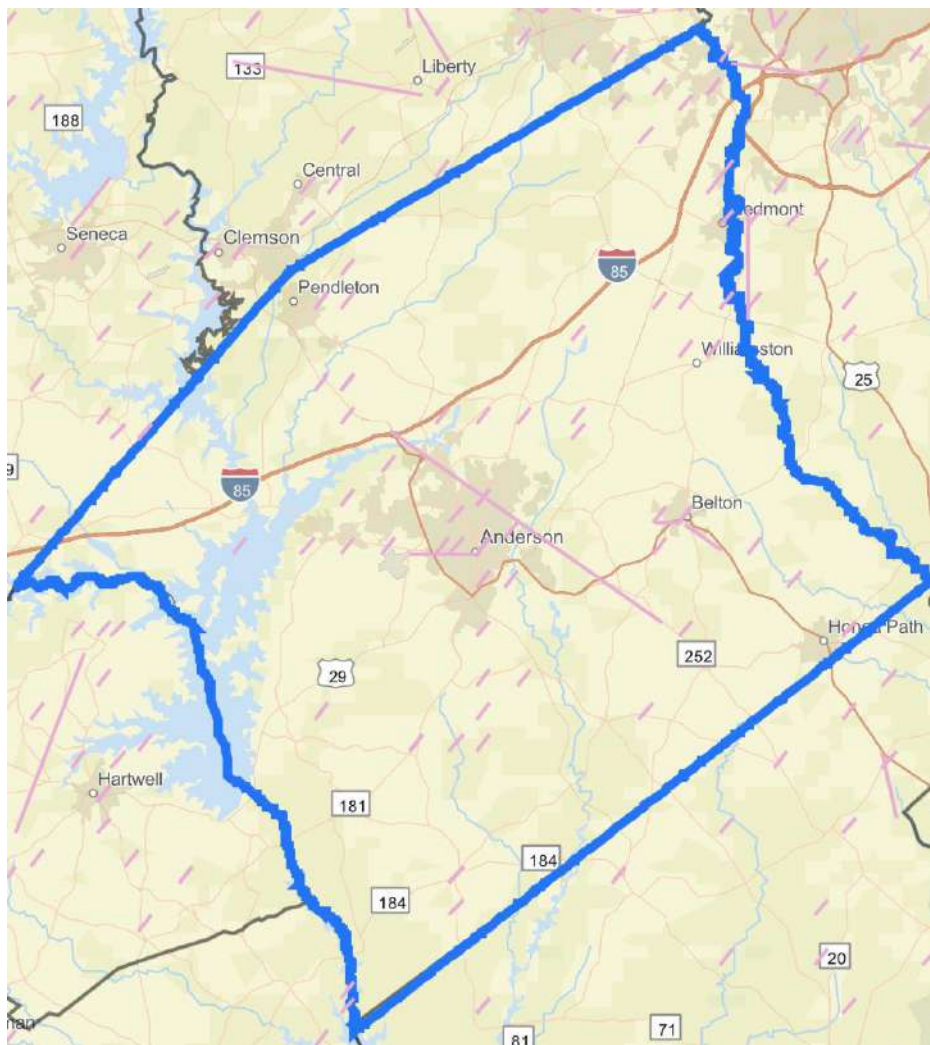
Figure 5.4.3 Oconee County risk analysis



Location and Spatial Extent

Hailstorms frequently accompany thunderstorms, so their locations and spatial extents coincide. Due to the large spatial extent of thunderstorms and their paths relative to the area of Anderson and Oconee Counties, it is assumed that all jurisdictions within Anderson and Oconee Counties are uniformly exposed to severe thunderstorms. Additionally, because there is no clear distinction between thunderstorms that produce hailstones and thunderstorms that do not, all areas of the county are equally exposed to hail with that in mind, Figure 5.4.4 and 5.4.5 shows the location of hail events that have impacted the county between 1955 and 2021. Furthermore, the link between climate change and increases in the frequency and severity of extreme precipitation events indicates hailstorms may increase in frequency and magnitude within Anderson and Oconee Counties.

Figure 5.4.4 Anderson County Hail events 1955-2017



<https://fema.maps.arcgis.com/apps/webappviewer/index.html?id=90c0c996a5e242a79345cd5f758fc6#>

Figure 5.4.5 Oconee County Hail events 1955-2017



<https://fema.maps.arcgis.com/apps/webappviewer/index.html?id=90c0c996a5e242a79345cdb5f758fc6#>

Historical Occurrences

According to Spatial Hazard Event and Losses Database (SHELDUS) for the United States Anderson and Oconee Counties have had a combined 54 hailstorm events that have reached a threshold of \$50,000. Tables 5.4.6 and 5.4.7 detail those events totaling \$18,581,122.47 in total property damage and 5.89 injuries. All data has been updated to 2020 inflation, and charts provided by SHELDUS reflect this change.

Anderson County

*Anderson & Oconee County Multi-Jurisdictional Hazard Mitigation Plan
March 2023*

Extent

Considering the frequency and intensity of Hail Storms in Anderson County; the future predictability frequency and intensity of hail storms is moderate as the entire county is equally susceptible to hail storms and likely to cause low to moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 137 days and 2 event days causing property damage ranging from 100 to 200,000 dollars in damage with a total of over 300,000 dollars in property damage, with zero deaths and injuries and hail size ranging from .75 inches (penny size) to 4.00 inches (grapefruit size).

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Hail**

214 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	137
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	2
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Approximate Hail Size:

Appearance	Approximate Size in Inches
Pea	0.25 - 0.50 inch
Penny	0.75 inch
Nickel	0.88 inch
Quarter	1.00 inch
Half Dollar	1.25 inch
Walnut/Ping Pong	1.50 inch
Golf ball	1.75 inch
Hen Egg	2.00 inch
Tennis Ball	2.50 inch
Baseball	2.75 inch
Tea Cup	3.00 inch
Grapefruit	4.00 inch

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Softball	4.50 inch
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[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Considering the frequency and intensity of Thunderstorm wind in Anderson County; the future predictability frequency and intensity of Thunderstorm wind is moderate as the entire county is equally susceptible to Thunderstorm wind and likely to cause moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 342 days and 59 event days causing property damage ranging from 1,000 to 500,000 totaling over 4.207 million dollars in damage, with 1 deaths and 15 injuries, with wind speeds ranged from 50 to 75 kts.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Thunderstorm Wind**

483 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	342
Number of Days with Event and Death:	1
Number of Days with Event and Death or Injury:	7
Number of Days with Event and Property Damage:	59
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Anderson County has experienced 36 notable hailstorms and thunderstorms from the time frame of 01/01/1970 through 01/01/2021 A hailstorm/thunderstorm is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. These 36 notable hailstorms have caused 5.36 injuries to county residents and 0.05 fatalities. These notable hailstorms have caused a collective \$11,053,028.99 in property damage and \$589,847.26 in crop damage, adjusted for 2020 inflation.

Table 5.4.6: Anderson County Notable Hailstorms/ Thunderstorms from 1/1/1970-1/1/2021
SHELDUS
Query results

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Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
9/18/75	*Flooding/ Lightning/ Severe Storm/Thunderstorm	12,180.28	0.5	1.5	1,218,028.07
10/8/76	*Flooding/ Severe Storm/Thunderstorm	38,388.92	0	0.33	383,889.32
7/3/14	Hail	0	0	0	221,444.68
7/13/03	Hail	0	0	0	142,456.33
4/23/87	Hail	11,536.96	0	0	115,369.56
6/10/82	*Hail/ Lightning/ Severe Storm/Thunderstorm/ Wind	331,251.92	0	0.2	331,251.92
7/25/93	*Hail/ Severe Storm/Thunderstorm/ Wind	0	0	2	90,698.84
7/8/93	*Hail/ Severe Storm/Thunderstorm/ Wind	0	0	0	181,397.67
4/4/89	*Hail/ Severe Storm/Thunderstorm/ Wind	0	0	0	105693.4
2/21/93	*Hail/ Tornado	0	0	0	90,,698.84
4/4/89	*Hail/ Tornado	0	0	0	1,056,934.03
3/28/84	*Hail/ Wind	126,140.35	0	0	1,261,403.47
9/2/70	*Lightning/ Severe Storm/Thunderstorm	0	0	0	337,783.04
3/23/79	*Severe Storm/Thunderstorm	0	0	1.33	60,174.4
7/21/18	*Severe Storm/Thunderstorm/ Wind	0	0	0	52,192.82
4/5/17	*Severe Storm/Thunderstorm/ Wind	0	0	0	105,086.2
5/12/16	*Severe Storm/Thunderstorm/ Wind	0	0	0	53,631.01
7/18/15	*Severe Storm/Thunderstorm/ Wind	0	0	0	221182.14
6/25/10	*Severe Storm/Thunderstorm/ Wind	0	0	0	120,207.49

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6/15/10	*Severe Storm/Thunderstorm/ Wind	0	0	0	300,518.72
7/3/05	*Severe Storm/Thunderstorm/ Wind	0	0	0	53,685.54
6/6/05	*Severe Storm/Thunderstorm/ Wind	0	0	0	53,685.54
11/11/02	*Severe Storm/Thunderstorm/ Wind	0	0	0	145,702.97
7/4/01	*Severe Storm/Thunderstorm/ Wind	0	0	0	2,220,098.59
6/13/01	*Severe Storm/Thunderstorm/ Wind	0	0	0	740,032.86
8/24/00	*Severe Storm/Thunderstorm/ Wind	0	0	0	152,218.14
1/7/98	*Severe Storm/Thunderstorm/ Wind	0	0	0	160,809.6
6/26/94	*Severe Storm/Thunderstorm/ Wind	0	0	0	88,434.43
2/10/90	*Severe Storm/Thunderstorm/ Wind\	0	0	0	100275.3
5/5/89	*Severe Storm/Thunderstorm/ Wind	0	0	0	105,,693.4
8/1/88	*Severe Storm/Thunderstorm/ Wind	0	0	0	110,785.99
7/2/83	*Severe Storm/Thunderstorm/ Wind	0	0	0	131,586.16
12/3/71	*Severe Storm/Thunderstorm/ Wind/Winter Weather	70,348.83	0	0	70,348.83
7/13/13	*Severe Storm/Thunderstorm/ Wind	0	0	0	112,518.46
Total		589,847.26	0.5	5.36	11,053,028.99

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

*Hazard may be repeated in another section

Anderson County Probability of a Hailstorm/ Thunderstorm

County	Number of Events	Number of Years	Recurrence Interval (years)	Hazard Frequency (% chance/year)
Anderson	36	55	1.53	65%

Vulnerability

Anderson County

Overall, Anderson County has a low vulnerability to hailstorms. There is a 65% probability that more than one hail producing storm will occur in Anderson County in a year time frame. Based on passed events, the hailstorms have caused some damage within the County. Overall, the County's vulnerability to a damaging event is low.

Recommendation:

Early warnings are possibly the best hope for residents when hailstorms strike. Citizens must immediately be aware when a community will be facing a severe weather incident. Communities that do not already possess warning systems should plan to purchase a system. Storm shelters are another important means of mitigating the effects of hailstorm events. A community-wide shelter program should be considered for residents who may not have adequate shelter in their homes. Residents should also be encouraged to build their own storm shelters to prepare for emergencies. Local governments should encourage residents to purchase weather radios to ensure that everyone has sufficient access to information in times of severe weather.

Oconee County

Extent

Considering the frequency and intensity of Hail Storm events in Oconee County; the future predictability frequency and intensity of hail storm events is moderate as the entire county is equally susceptible to hail storm events and likely to cause moderate property damage and low to moderate crop damage, and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 120 days and 1 event days causing property damage of 500,000 dollars in damage, with zero deaths and injuries and hail size ranging from .75 (penny size) inches to 2.75 inches (baseball size).

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: [Hail](#)

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194 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	120
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	1
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov/ncei)

Approximate Hail Size:

Appearance	Approximate Size in Inches
Pea	0.25 - 0.50 inch
Penny	0.75 inch
Nickel	0.88 inch
Quarter	1.00 inch
Half Dollar	1.25 inch
Walnut/Ping Pong	1.50 inch
Golf ball	1.75 inch
Hen Egg	2.00 inch
Tennis Ball	2.50 inch
Baseball	2.75 inch
Tea Cup	3.00 inch
Grapefruit	4.00 inch
Softball	4.50 inch

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov/ncei)

Considering the frequency and intensity of Thunderstorm wind in Oconee County; the future predictability frequency and intensity of Thunderstorm wind is moderate as the entire county is equally susceptible to Thunderstorm wind and likely to cause moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 242 days and 41 event

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days causing property damage ranging from 1,000 to 500,000 totaling over 1.106 million dollars in damage, with 0 deaths and 2 injuries, with wind speeds ranged from 50 to 60 kts.

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: **Thunderstorm Wind**

306 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	242
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	2
Number of Days with Event and Property Damage:	41
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Oconee County has experienced 16 notable hailstorms/thunderstorms from the time frame of 01/01/1970 through 01/01/2021. A hailstorm/ thunderstorm is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. These 16 notable hailstorms have caused 0.53 injuries to county residents and 0.00 fatalities. These notable hailstorms have caused a collective \$7,528,093.4 in property damage and \$1,368,135.59 in crop damage, adjusted for 2020 inflation.

Table 5.4.7: Oconee County Notable Hailstorms/ Thunderstorms from 1/1/1970-1/1/2021
SHELDUS
Query results

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
8/6/78	*Flooding/ Severe Storm/Thunderstorm	5,025.3	0	0	502,529.99
10/8/76	*Flooding/ Severe Storm/Thunderstorm	38,388.92	0	0.33	383,889.32
9/13/73	*Flooding/ Severe Storm/Thunderstorm	4,919.64	0	0	4,919,662.91
4/28/02	Hail	0	0	0	728,514.84
6/10/82	*Hail/ Lightning/ Severe Storm/Thunderstorm/ Wind	331,251.92	0	0.2	331,251.92
7/4/75	*Hail/ Lightning/Wind	69,601.58	0	0	6,960.15

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5/10/75	*Hail/ Lightning/Wind	135,336.46	0	0	13,533.66
6/14/74	*Hail/ Lightning/Wind	531,682.84	0	0	531.68
5/22/79	*Hail/ Severe Storm/Thunderstorm	180,523.17	0	0	1,805.23
4/4/89	Hail/ Tornado/ Wind	1,056.93	0	0	105,693.4
6/5/89	*Lightning/ Severe Storm/Thunderstorm/ Wind	0	0	0	105,693.4
4/28/02	*Severe Storm/Thunderstorm/ Wind	0	0	0	72,851.48
3/27/94	*Severe Storm/Thunderstorm/ Wind	0	0	0	88,434.43
7/27/93	*Severe Storm/Thunderstorm/ Wind	0	0	0	90,698.84
6/5/89	*Severe Storm/Thunderstorm/ Wind	0	0	0	105,693.4
12/3/71	*Severe Storm/Thunderstorm/ Wind/ Winter Weather	70,348.83	0	0	70,348.83
Total		1,368,135.59	0	.53	7,528,093.48

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Oconee County Probability of a Hailstorm/Thunderstorm

County	Number of Events	Number of Years	Recurrence Interval (years)	Hazard Frequency (% chance/year)
Oconee	16	55	3.44	29%

Vulnerability

Oconee County

Overall, Oconee County has a low vulnerability to hailstorms. There is a 29% probability that more than one hail producing storm will occur in Oconee County in a year time frame. Based on past events, the hailstorms have caused some damage within the County. Overall, the County’s vulnerability to a damaging event is low.

Recommendation:

Early warnings are possibly the best hope for residents when hailstorms strike. Citizens must immediately be aware when a community will be facing a severe weather incident. Communities that do not already possess warning systems should plan to purchase a system. Storm shelters are another important means of mitigating the effects of hailstorm events. A community-wide shelter program should be considered for residents who may not have adequate shelter in their homes. Residents should also be encouraged to build their own storm shelters to prepare for emergencies. Local governments should encourage residents to purchase weather radios to ensure that everyone has sufficient access to information in times of severe weather.

5.5 Lightning/Thunderstorms

Background

The formation of lightning is still something of a mystery. Even the perceived motion of lightning is false. The light that seems to come down from the sky actually jumps up from the earth's surface. Lightning bolts are triggered when a negatively charged cloud base induces a positive charge in the ground. Negative particles, small streaming sparks known as stepped leaders, begin to flow downward, creating a conductive channel an inch or two wide. At the same time, similar streamers are moving upward from the ground, especially high places like treetops and tall structures. When the two streamers meet, they form a channel and a subsequent lightning bolt. The bright flash of light happens when the electrical charge excites air molecules in its path, forcing them to release light.

Lightning travels up to 60,000 miles per hour, cutting a jagged path through the air as much as 10 miles long! A lightning flash is brighter than ten million 100-watt light-bulbs, and contains billions of watts – as much power as in all the electricity plants in the United States.

Lightning causes damage to buildings and equipment in three different ways. First, there can be damage caused by a direct lightning strike. Such damage include damage to roofing materials, structures such as chimneys, heating or air conditioning units located on the roof or exterior of a building, or fires caused by lightning igniting combustible material, such as wood-frame buildings or flammable liquids or vapors.

Second, part of the lightning current can be carried inside a building by electric power, telephone, analog or digital data lines (e.g., closed circuit television cameras, sensors in an industrial plant, etc.). This direct injection of lightning current inside a building can cause immense damage to electrical – and especially electronic – circuits and equipment.

Finally, the electromagnetic fields from the current in a lightning stroke can induce currents and voltage in wire and cables inside a building. Such surge currents are typically less intense than direct injection of current, but can easily vaporize integrated circuits in computers, modems, electronic control circuits, etc.

Electronic equipment is typically designed to operate in a well-controlled electrical environment. It is the responsibility of the user to install lightning protection, electrical surge-protective devices, and power conditioning equipment to mitigate the effects of disturbances in the electrical voltage waveform. It is well recognized that the trend toward integrated circuits with more transistors per unit area, and faster switching speeds, makes these circuits more vulnerable to both upset and damage.

Damage is a permanent alteration in the physical properties of one or more components, that requires repair or replacement before the equipment can resume normal operation. Examples of lightning damage to electrical

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equipment include flashover of insulation inside motors or transformers, so that the equipment is no longer functional. Examples of lightning damage to electronic equipment includes vaporized traces on printed circuit boards, vaporized transistors and integrated circuits, blown fuses, etc.

*Anderson
Extent*

Considering the frequency and intensity of Lightning in Anderson County; the future predictability frequency and intensity of Lightning is low to moderate as the entire county is equally susceptible to Lightning and likely to cause low to moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 18 days and 10 event days causing property damage ranging from 1,000 to 100,000 totaling over 5.408 million dollars in damage, with 0 deaths and 5 injuries.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Lightning**

19 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	18
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	4
Number of Days with Event and Property Damage:	10
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Considering the frequency and intensity of Thunderstorm wind in Anderson County; the future predictability frequency and intensity of Thunderstorm wind is moderate as the entire county is equally susceptible to Thunderstorm wind and likely to cause moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 342 days and 59 event days causing property damage ranging from 1,000 to 500,000 totaling over 4.207 million dollars in damage, with 1 deaths and 15 injuries, with wind speeds ranged from 50 to 75 kts.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Thunderstorm Wind**

483 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	342
Number of Days with Event and Death:	1
Number of Days with Event and Death or Injury:	7
Number of Days with Event and Property Damage:	59
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Anderson County has experienced 5 notable Lightning Severe Storms/ Thunderstorms from the time frame of 01/01/1960 through 12/31/2021. A Lightning Severe Storm/ Thunderstorm is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. These 5 notable lightning storms/ thunderstorms have caused no injuries to county residents and no fatalities. These notable storms have caused a collective \$5.35 million in property damage and \$0 in crop damage, adjusted for 2023 inflation.

The previous 5 notable occurrences of lightning severe storms/thunderstorm events happened throughout Anderson County, signifying that each area/municipality of the County is equally at risk for another future notable event.

5.5.1 Anderson Lightning Data

Year	Hazard	Location	Injuries	Fatalities	Property Damage	Crop Damage
5/25/1996	Lightning	Anderson County	0	0	5.000M	0.00K
6/19/1996	Lightning	Anderson County	0	0	150.00K	0.00K
7/5/1999	Lightning	Anderson County	1	0	0.00K	0.00K
7/6/1999	Lightning	Anderson County	0	0	0.00K	0.00K
8/13/1999	Lightning	Anderson County	0	0	0.00K	0.00K
6/13/2001	Lightning	Anderson County	0	0	0.00K	0.00K
6/25/2001	Lightning	Anderson County	0	0	0.00K	0.00K
7/4/2001	Lightning	Anderson County	0	0	0.00K	0.00K
8/24/2002	Lightning	Anderson County	1	0	0.00K	0.00K
8/25/2002	Lightning	Anderson County	1	0	0.00K	0.00K
8/16/2003	Lightning	Anderson County	0	0	1.00K	0.00K
7/8/2008	Lightning	Anderson Count	0	0	50.00K	0.00K
3/12/2010	Lightning	Anderson County	0	0	15.00K	0.00K

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3/28/2010	Lightning	Anderson County	2	0	5.00K	0.00K
6/15/2010	Lightning	Anderson County	0	0	20.00K	0.00K
6/15/2011	Lightning	Anderson County	0	0	50.00K	0.00K
8/12/2011	Lightning	Anderson County	0	0	100.00K	0.00K
8/12/2011	Lightning	Anderson County	0	0	10.00K	0.00K
8/14/2021	Lightning	Anderson County	0	0	7.00K	0.00K
			5		5.408M	

Source: NOAA Storm Events Database

The previous 5 notable occurrences of lightning severe storms/thunderstorm events happened throughout Anderson County, signifying that each area/municipality of the County is equally at risk for another future notable event.

*Oconee
Extent*

Considering the frequency and intensity of Lightning in Oconee County; the future predictability frequency and intensity of Lightning is low as the entire county is equally susceptible to Lightning and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 12 days and 6 event days causing property damage ranging from 5,000 to 80,000 totaling over 751,000 dollars in damage, with 0 deaths and 4 injuries.

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: **Lightning**

13 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	12
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	2
Number of Days with Event and Property Damage:	6
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Considering the frequency and intensity of Thunderstorm wind in Oconee County; the future predictability frequency and intensity of Thunderstorm wind is moderate as the entire county is equally susceptible to

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Thunderstorm wind and likely to cause moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 242 days and 41 event days causing property damage ranging from 1,000 to 500,000 totaling over 1.106 million dollars in damage, with 0 deaths and 2 injuries, with wind speeds ranged from 50 to 60 kts.

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: Thunderstorm Wind

306 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	242
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	2
Number of Days with Event and Property Damage:	41
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Oconee County has experienced 4 notable Lightning Severe Storms/ Thunderstorms from the time frame of 01/01/1960 through 12/31/2021. A Lightning Severe Storm/ Thunderstorm is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. These 5 notable lightning storms/ thunderstorms have caused no injuries to county residents and no fatalities. These notable storms have caused a collective \$5.35 million in property damage and \$0 in crop damage, adjusted for 2023 inflation.

5.5.2 Oconee County Lightning Data

SECTION 5: HAZARD PROFILES

Year	Hazard	Location	Injuries	Fatalities	Property Damage	Crop Damage
3/6/1996	Lightning	Oconee County	0	0	75.00K	0.00K
3/16/1996	Lightning	Oconee County	0	0	0.00K	0.00K
5/26/1996	Lightning	Oconee County	1	0	0.00K	0.00K
7/22/1997	Lightning	Oconee County	0	0	0.00K	0.00K
9/21/2000	Lightning	Oconee County	0	0	0.00K	0.00K
8/18/2004	Lightning	Oconee County	0	0	80.00K	0.00K
4/22/2005	Lightning	Oconee County	0	0	1.00K	0.00K
7/27/2008	Lightning	Oconee County	0	0	500.00K	0.00K
6/18/2011	Lightning	Oconee County	1	0	0.00K	0.00K
8/6/2012	Lightning	Oconee County	1	0	5.00K	0.00K
8/6/2012	Lightning	Oconee County	0	0	20.00K	0.00K
9/6/2014	Lightning	Oconee County	0	0	0.00K	0.00K
7/14/2017	Lightning	Oconee County	0	0	70.00K	0.00K
			3		751.00K	

Source: NOAA Storm Events Database

5.6 Tornadoes/ High Winds

Background

A tornado is a “violently rotating column of air extending from a thunderstorm to the ground” (NOAA). Tornadoes can be extremely violent storms that can have relatively low wind speeds (less than 73 mph) to very high winds in excess of 300 miles per hour. In the South, tornadoes touch down most frequently from the month of March through May (NOAA). Since 1950, there have been numerous tornadoes in South Carolina. The State averages approximately eleven tornadoes a year, which ranks twenty-sixth in the nation for tornado strikes. Tornadoes have claimed no casualties in South Carolina, and have injured 3 residents since 1950 (SCEMD).

The following Enhanced F Scale for Tornado Damage explains tornado classifications, wind speeds, and a typical damage description of the various categories of tornadoes.

Table 5.6.1: Tornado Classifications

Wind Speed MPH	Saffir-Simpson Scale	Category	Typical Effects
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40-72 mph (35-62 kt)	NA	F0 Category	Gale tornado. Light damage: some damage to chimneys; breaks twigs and branches off trees; damages signboards; some windows broken; hurricane wind speed begins at 73 mph.
73-112 mph (63-97 kt)	Cat 1/2/3	F1 Category	Moderate tornado. Moderate damage: Peels surfaces off roofs; mobile homes pushed off foundation or overturned; outbuildings demolished; moving autos pushed off roads; trees snapped or broken.
113-157 mph (98-136 kt)	Cat 3/4/5	F2 Category	Significant tornado. Considerable damage: Roofs torn off frame houses; mobile homes demolished; frame houses with weak foundations lifted and moved; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
158-206 mph (137-179 kt)	Cat 5	F3 Category	Severe tornado. Severe damage: Roofs and some walls torn off well-constructed houses; trains overturned; most trees in the forest uprooted; heavy cars lifted off the ground and thrown; weak pavement blown off roads.
207-260 mph (180-226 kt)	Cat 5	F4 Category	Devastating tornado. Devastating damage: Well-constructed homes leveled; structures with

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			foundations blown some distance; cars thrown and disintegrated; large missiles generated; trees in forest uprooted and carried some distance away.
261-318 mph (227-276 kt)	NA	F5 Category	Incredible tornado. Incredible damage: Strong frame houses lifted off foundations and carried considerable distance to disintegrate; automobile-sized missiles fly through the air in excess of 300 ft.; trees debarked; incredible phenomena will occur.
Greater than 319 mph (277 kt)	NA	F6-F12 Category	The maximum wind speeds of tornadoes are not expected to reach the F6 wind speeds.

Community Risk Analysis

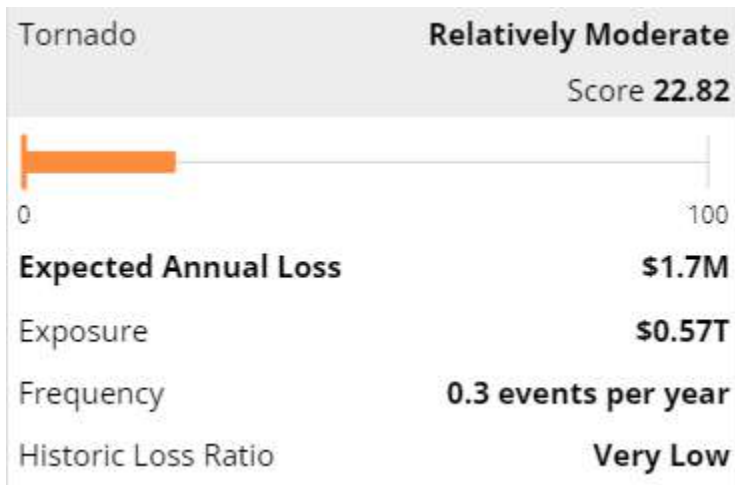
Tornado Risk Analysis

In data compiled by FEMA, via the National Risk Index, Anderson County has a relatively high risk of tornadoes, and an expected annual loss of \$4.6M, as shown in figure 5.6.2. Oconee county has a relatively moderate risk of tornadoes, with an expected annual loss of \$1.7M as shown in figure 5.6.3.

Figure 5.6.2 Anderson County risk analysis



Figure 5.6.3 Oconee County risk analysis



Strong Wind Risk Analysis

In data compiled by FEMA, via the National Risk Index, Anderson County has a relatively high risk of high/ strong winds, and an expected annual loss of \$0.82M, as shown in figure 5.6.4. Oconee county has a relatively low moderate risk of high/ strong winds, with an expected annual loss of \$0.38M as shown in figure 5.6.5.

Figure 5.6.4 Anderson County risk analysis



Figure 5.6.5 Oconee County risk analysis



Anderson County
Extent

Considering the frequency and intensity of Tornados in Anderson County; the future predictability frequency and intensity of Tornados is moderate as the entire county is equally susceptible to Tornados and likely to cause low to moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 27 days and 22 event days causing property damage ranging from 5,000 to 1,000,000 dollars totaling over 9.158 million dollars in damage, with 0 deaths and 7 injuries. With tornado wind speeds ranging from F0 to F3.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Tornado**

38 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	27
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	2
Number of Days with Event and Property Damage:	22
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Considering the frequency and intensity of High Wind events in Anderson County; the future predictability frequency and intensity of High Wind events is moderate as the entire county is equally susceptible to High Wind events and likely to cause low to moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 14 days and 5 event days causing property damage ranging from 5,000 to 20,000 dollars totaling over 62.69 thousand dollars in damage, with 0 deaths and 0 injuries. With wind speeds ranging from 50 to 70 kts.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **High Wind**

Anderson county contains the following zones:

Anderson

14 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	14
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	5
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Anderson County has experienced 42 notable Tornado/ High Wind events from the time frame of 01/01/1960 through 01/01/2020. 12 of these notable events were tornadoes and the remaining 30 were high wind events. The tornadoes that have touched down have primarily been EF1 or EF2 tornadoes. A tornado/ high wind event is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. These 42 notable tornadoes/high wind events have caused 17.4 injuries to county residents and 0.00 fatalities. These notable tornadoes/ high wind events have caused a collective \$24,027,941.13 in property damage and \$53,605,833.9 in crop damage, adjusted for 2020 inflation.

Table 5.6.6: Anderson County Notable Tornadoes/ High Winds from 1/1/1970-1/1/2021
SHELDUS
Query results

Year	Hazard	Location	Inj	Dth	Mg	Property Damage	Crop Damage
4/2/1970	Wind	Anderson County	0.2	0	-	\$67,556.61	-
5/10/1975	Wind	Anderson County	0	0	-	\$13533.66	\$135336.46
7/4/1975	Wind	Anderson County	0	0	-	\$6,960.15	\$69,601.58
4/13/1980	Tornado	Anderson County	5	0	F2	2.500M	0.00K
6/10/1982	Wind	Anderson County	0.2	0	-	\$331,251.92	\$331,251.92
7/2/1983	Wind	Anderson County	0	0	-	\$131,586.16	-
3/28/1984	Tornado	Anderson County	8	0	F1	\$4,204,678.23	\$420,467.83
3/28/1984	Wind	Anderson County	0	0	-	\$1,261,403.47	\$126,140.35

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7/3/1984	Wind	Anderson County	0	0	-	\$126,140.35	-
4/23/1987	Wind	Anderson County	0	0	-	\$115,369.56	\$1,153.70
8/1/1988	Wind	Anderson County	0	0	-	\$110,785.99	-
4/4/1989	Tornado	Anderson County	0	0	F2	\$1,056,934.03	-
4/4/1989	Wind	Anderson County	0	0	-	\$105,693.40	-
5/5/1989	Wind	Anderson County	0	0	-	\$105,693.40	-
2/10/1990	Wind	Anderson County	0	0	-	\$100,275.3	-
2/21/1993	Tornado	Anderson County	0	0	F1	\$90,698.84	-
3/13/1993	Wind	Anderson County	0	0	-	\$113,373.55	\$113,373.55
7/8/1993	Wind	Anderson County	0	0	-	\$181,397.677	-
7/25/1993	Wind	Anderson County	2	0	-	\$90,698.84	-
6/26/1994	Wind	Anderson County	0	0	-	\$88,434.43	-
11/11/1995	Wind	Anderson County	0	0	-	\$61,426.62	-
4/26/1996	Tornado	Anderson County	0	0	F1	\$125,296.20	-
9/16/1996	Tornado	Anderson County	2	0	F2	\$5,011,847.81	-
9/16/1996	Tornado	Anderson County	0	0	F1	\$1,670,615.94	-
9/16/1996	Tornado	Anderson County	0	0	F1	\$1,670,615.94	-
8/24/2000	Wind	Anderson County	0	0	-	\$152,218.14	-
6/13/2001	Wind	Anderson County	0	0	-	\$740,032.86	-
7/4/2001	Wind	Anderson County	0	0	-	\$2,220,098.59	-
11/11/2002	Wind	Anderson County	0	0	-	\$145,702.97	-
6/6/2005	Wind	Anderson County	0	0	-	\$53,685.54	-
7/3/2005	Wind	Anderson County	0	0	-	\$53,685.54	-
7/7/2005	Tornado	Anderson County	0	0	F1	\$201,320.77	-
10/8/2008	Wind	Anderson County	0	0	-	\$121,744.54	-
4/10/2009	Tornado	Anderson County	0	0	EF1	\$366,537.67	-
4/8/2010	Tornado	Anderson County	0	0	EF1	\$120,207.49	-
6/15/2010	Wind	Anderson County	0	0	-	\$300,518.72	-
6/25/2010	Wind	Anderson County	0	0	-	\$120,207.49	-
6/2/2013	Tornado	Anderson County	0	0	EF1	\$168,777.70	-
7/13/2013	Wind	Anderson County	0	0	-	\$112,518.46	-
7/18/2015	Wind	Anderson County	0	0	-	\$221,182.14	-
5/12/2016	Wind	Anderson County	0	0	-	\$53,631.01	-
3/16/17							
4/5/2017	Wind	Anderson County	0	0	-	\$105,086.20	-
			17.4	0		\$24,027,941.13	\$1,095,470.85

Source: Sheldus

Oconee County

Extent

Considering the frequency and intensity of Tornados in Oconee County; the future predictability frequency and intensity of Tornados is moderate to high as the entire county is equally susceptible to Tornados and likely to cause moderate to high crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 23 days and 18 event days causing property damage ranging from 5,000 to 5,000,000 dollars totaling over 106.968 million dollars in damage, with 1 deaths and 20 injuries. With tornado wind speeds ranging from F0 to F3.

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: **Tornado**

31 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	23
Number of Days with Event and Death:	1
Number of Days with Event and Death or Injury:	5
Number of Days with Event and Property Damage:	18
Number of Days with Event and Crop Damage:	1
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov/ncei)

Considering the frequency and intensity of High Wind events in Oconee County; the future predictability frequency and intensity of High Wind events is moderate as the entire county is equally susceptible to High Wind events and likely to cause low to moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 26 days and 10 event days causing property damage ranging from 1,000 to 500,000 dollars totaling over 615.30 thousand dollars in damage, with 1 deaths and 0 injuries. With wind speeds ranging from 50 to 70 kts.

Storm Events Database

Search Results for Oconee County, South Carolina

SECTION 5: HAZARD PROFILES

Event Types: High Wind

Oconee county contains the following zones:

Oconee Mountains, Greater Oconee

39 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	4
Number of Days with Event:	26
Number of Days with Event and Death:	1
Number of Days with Event and Death or Injury:	1
Number of Days with Event and Property Damage:	10
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Oconee County has experienced 23 notable Tornado/ High Wind events from the time frame of 01/01/1960 through 12/31/2021.

Table 5.6.7: Oconee County Notable Tornadoes/ High Winds from 1/1/1970-1/1/2021

SHELDUS
Query results

Year	Hazard	Location	Mag	Inj	Dth	Property Damage	Crop Damage
12/3/1971	*Wind/ Winter Weather	Oconee County	-	0	0	\$70348.83	\$70348.83
5/27/1973	Tornado	Oconee County	F2	1	0	\$295,179.78	\$295.18
6/14/1974	Wind	Oconee County	-	0	0	\$531.68	\$531,682.84
5/10/1975	Wind	Oconee County	-	0	0	\$13,533.66	\$135,336.46
7/4/1975	Wind	Oconee County	-	0	0	\$6960.15	\$69,601.58
6/10/1982	Wind	Oconee County	-	0.2	0	\$3331,251.92	\$331,251.92
4/4/1989	Tornado	Oconee County	F2	0	0	\$105,693.40	\$1,056.93
5/5/1989	Tornado	Oconee County	F1	0	0	\$105,693.40	\$105,693.40
6/5/1989	Wind	Oconee County	-	0	0	\$105,693.40	-
2/10/1990	Tornado	Oconee County	F1	1	0	\$240,660.73	-
3/13/1993	Wind	Oconee County	-	0	0	\$113,373.55	\$113,373.55
7/27/1993	Wind	Oconee County	-	0	0	\$90,698.84	-
3/27/1994	Tornado	Oconee County	F3	12	0	\$5,306,065.60	\$4,421,721.33
3/27/1994	Wind	Oconee County	-	0	0	\$88,434.43	-
6/26/1994	Tornado	Oconee County	F2	1	0	\$442,172.13	-

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11/11/1995	Wind	Oconee County	-	0	0	\$61,426.62	-
9/16/1996	Tornado	Oconee County	-	0	0	\$334,123.19	-
4/28/2002	Wind	Oconee County	-	0	0	\$72,851.48	-
9/16/2004	Tornado	Oconee County	F1	0	0	\$72,851.48	-
4/16/2007	Wind	Oconee County	60 kts	0	1	\$632,094.90	-
3/16/2017	*Wind/ Winter Weather	Oconee County	-	0	0	-	\$52,543,097.72
4/13/2020	Tornado	Oconee County	EF3	5	1	\$100.000M	-
				20.2	2	109,498,033.28	110,877,616.14

Source: Sheldus *Hazard may be repeated in another section

5.7 Drought/Heatwave

Background

Drought is a period of abnormally dry weather which persists long enough to produce a serious hydrologic imbalance (for example, crop damage, water supply shortage, etc.). The severity of the drought depends upon the degree of moisture deficiency, the duration and the size of the affected area.

There is no precise definition to the term drought, as it is subjective. It is one of those words that you know when one is happening if it is intense, but it is difficult to put into terms that are applicable to all people. Here are a few ways that drought can be described:

1. Below normal precipitation for several months
2. Agriculture has insufficient supply of precipitation
3. Economy is suffering from a temporary shortage of water

A heat wave is a meteorological condition in which hot temperatures, often combined with high dew-points, produce a large heat index value that exists from days to weeks. Heat waves are often associated with blocking patterns in the atmosphere. A heat wave puts an extreme stress on outdoor activities, those without air-conditioning, and vegetation. Heat waves are often accompanied by “drought-like” conditions.

Location

Anderson and Oconee Counties experienced a severe drought between 1998 and 2003. Other droughts have occurred in this region during 1931-1935, 1954-1957, 1983, 1986, and 1993. Crop and Livestock Feed Assessment Reports confirm the droughts of the summer have devastated crops and pastures in the Counties. Soybeans and other crops have burned up due to extreme heat and below normal rainfall. Pastures and hay crops were extremely short with poor prospects for fall. There are few, if any, cases, of livestock deaths due to droughts. Droughts are region-wide natural disaster and will be addressed that way. There is no location mapping for droughts in this region.

Community Risk Analysis

Drought Risk Analysis

In data compiled by FEMA, via the National Risk Index, Anderson County has a relatively low risk of drought, and an expected annual loss of \$92M, as shown in figure 5.7.1. Oconee county has a relatively moderate risk of drought, with an expected annual loss of \$0.80M as shown in figure 5.7.2.

Figure 5.7.1 Anderson County risk analysis



Figure 5.7.2 Oconee County risk analysis



Heatwave Risk Analysis

In data compiled by FEMA, via the National Risk Index, Anderson County has no risk of heatwave, and an expected annual loss of \$0.00M, as shown in figure 5.7.3. Oconee county has no risk of heatwave, with an expected annual loss of \$0.00M as shown in figure 5.7.4.

Figure 5.7.3 Anderson County risk analysis

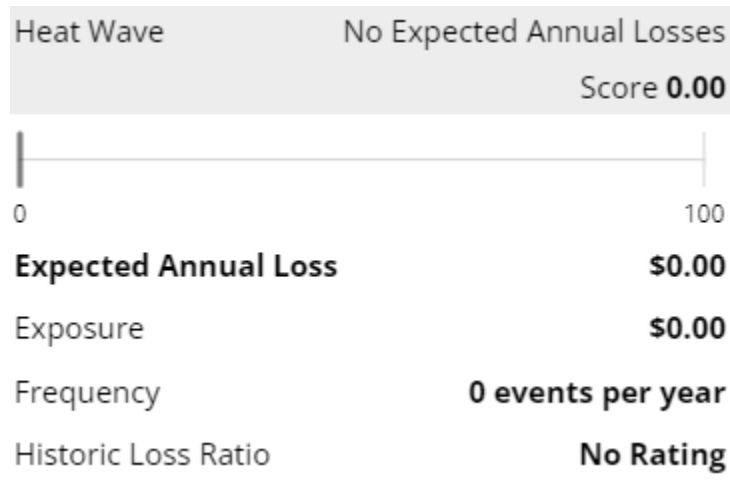
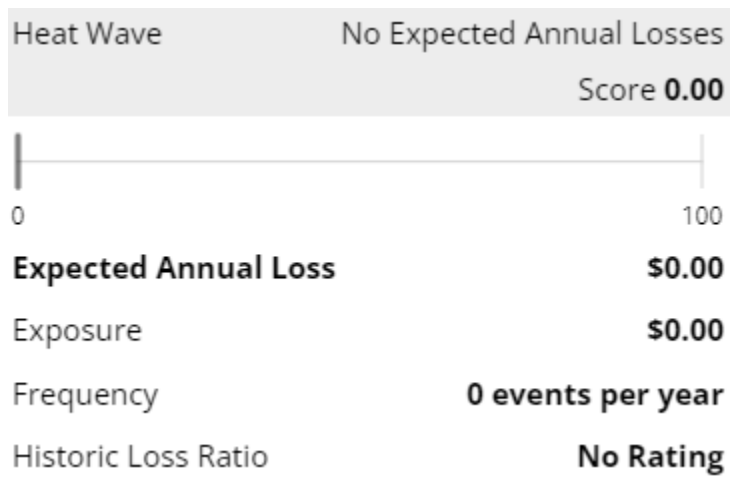


Figure 5.7.4 Oconee County risk analysis



Anderson County

Extent

Considering the frequency and intensity of Drought events in Anderson County; the future predictability frequency and intensity of Drought events is low as the entire county is equally susceptible to Drought events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 40 days and 0 event days causing property damage ranging from 0 dollars in damage, with 0 deaths and 0 injuries.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Drought**

Anderson county contains the following zones:

Anderson

40 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	40
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov/ncei)

Considering the frequency and intensity of Heat events in Anderson County; the future predictability frequency and intensity of Heat events is low as the entire county is equally susceptible to Heat events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 5 days and 0 event days causing property damage ranging from 0 dollars in damage, with 4 deaths and 0 injuries.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Heat**

Anderson county contains the following zones:

Anderson

6 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	5
Number of Days with Event and Death:	3
Number of Days with Event and Death or Injury:	3
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Anderson County has experienced 8 notable drought/ heat events from the time frame of 01/01/1970 thru 01/01/2021. A drought/ heat event is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. These have been 8 notable drought/heat events have caused 0.00 injuries to county residents and 0.00 fatalities. These notable drought/heat events have caused a collective \$10,670,605.95 in property damage and \$18,387,162.37 in crop damage, adjusted for 2020 inflation.

Table 5.7.5: Anderson County Notable Drought/ Heat Events from 1/1/1970- 1/1/2021

SHELDUS Query results

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
7/1/77	Drought/ Heat	470,152.88	0	0	4701.54
6/1/85	Heat	264,788.71	0	0	0
7/1/86	Drought	2,599,568	0	0	259,956.79
6/1/93	Heat	1,971,713.85	0	0	0
7/1/93	Drought/ Heat	0	0	0	10,410,649.16
8/1/93	Drought/ Heat	10,410,649.16	0	0	0
5/1/94	Drought	1,922,487.53	0	0	0
5/1/95	Drought	747,802.24	0	0	0
Total		18,387,162.37	0	0	10,675,307.49

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Table 5.7.6: Average Maximum Temperature in Anderson County

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Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Avg. Max (°F)	51.6	55.5	63.1	71.9	79.6	86.5	88.9	87.8	82.2	72.7	62.2	54

Data: 1991-2021 Source: en.climate-data.org

Table 5.7.7: Highest Recorded Temperature in Anderson County

Location	Date	Temperature (°F)
Anderson	07/29/1952	108

https://www.dnr.sc.gov/climate/sco/ClimateData/data/max_temp_table.php

Table 5.7.8: Summary of Drought Occurrences in Anderson County

Year	Highest Drought Condition	Number of Weeks
2000	Exceptional Drought	5
2001	Extreme Drought	12
2002	Exceptional Drought	5
2003	None	-
2004	Severe Drought	5
2005	Abnormally Dry	8
2006	Severe Drought	6
2007	Exceptional Drought	16
2008	Exceptional Drought	33
2009	Extreme Drought	11
2010	Moderate Drought	17
2011	Extreme Drought	17
2012	Extreme Drought	12
2013	Severe Drought	8
2014	Abnormally Dry	25
2015	Abnormally Dry	14
2016	Exceptional Drought	6
2017	Extreme Drought	11
2018	Abnormally Dry	12
2019	Extreme Drought	4
2020	None	-
2021	Abnormally Dry	6

Source: United States Drought Monitor

Vulnerability

Anderson County

Overall, Anderson County has a low vulnerability to drought as it relates to property and crop damage at or greater than \$50,000. Yet, Anderson County experiences long durations of drought 21-27 weeks per year (U.S. Drought Monitor, 2017). There is a 7% probability that the region would suffer a drought that would cause at or greater than \$50,000 of property or crop damage in any one-year time frame. Droughts can greatly affect the agricultural production of the area as well as affect water treatment and wastewater treatment operations. This can have additional impacts that affect the ability of the region to function. Overall, the County's vulnerability to a damaging drought event is low.

Recommendation:

Local governments should adopt water conservation ordinances that limit the amount of water that residents may use during a period of drought. Local governments should develop water monitoring plans as an early warning system. Local governments should inventory and review their reservoir operation plans. A water conservation awareness program should be presented to the public either through pamphlets, workshops or a drought information center. Voluntary water conservation should be encouraged. Local governments should continually look for and fund water system improvements, new systems and new wells. Local governments would certainly benefit from an education program to inform citizens of likely locations and dangers of droughts.

Drought/ Heat Events: Oconee County

Oconee County

Extent

Considering the frequency and intensity of Drought events in Oconee County; the future predictability frequency and intensity of Drought events is low as the entire county is equally susceptible to Drought events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 40 days and 0 event days causing property damage ranging from 0 dollars in damage, with 0 deaths and 0 injuries.

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: Drought

Oconee county contains the following zones:

Oconee Mountains, Greater Oconee

77 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	4
Number of Days with Event:	40
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Considering the frequency and intensity of Heat events in Oconee County; the future predictability frequency and intensity of Heat events is low as the entire county is equally susceptible to Heat events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 3 days and 0 event days causing property damage ranging from 0 dollars in damage, with 1 deaths and 0 injuries.

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: Heat

Oconee county contains the following zones:

Oconee Mountains, Greater Oconee

3 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	3
Number of Days with Event and Death:	1
Number of Days with Event and Death or Injury:	1
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

SECTION 5: HAZARD PROFILES

Oconee County has experienced 8 notable drought/ heat events from the time frame of 01/01/1970 thru 01/01/2021. A drought/ heat event is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. There have been 8 notable drought/ heat events have caused 0.00 injuries to county residents and 0.00 fatalities. These notable drought/ heat events have caused a collective \$10,675,307.49 in property damage and \$18,387,162.37 in crop damage, adjusted for 2020 inflation.

Table 5.7.9: Oconee County Notable Drought/ Heat Events from 1/1/1970- 1/1/2021
SHELDUS
Query results

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
5/1/95	Drought	747,802.24	0	0	0
5/1/94	Drought	1,922,487.53	0	0	0
7/1/86	Drought	2,599,568	0	0	259,956.79
8/1/93	Drought/ Heat	10,410,649.16	0	0	0
7/1/93	Drought/ Heat	0	0	0	10,410,649.16
7/1/77	Drought/ Heat	470,152.88	0	0	4,701.54
6/1/93	Heat	1,971,713.85	0	0	0
6/1/85	Heat	264,788.71	0	0	0
Total		18,387,162.37	0	0	10,675,307.49

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Table 5.7.10: Average Maximum Temperature in Oconee County

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Avg. Max (°F)	51.1	54.8	62.4	70.8	78.4	85.5	88	87.1	81.4	71.8	61.5	53.4

Data: 1991-2021 Source: en.climate-data.org

Table 5.7.11: Highest Recorded Temperature in Oconee County

Location	Date	Temperature (°F)
Walhalla	09/07/1925	108

https://www.dnr.sc.gov/climate/sco/ClimateData/data/max_temp_table.php

Table 5.7.12: Summary of Drought Occurrences in Oconee County

Year	Highest Drought Condition	Number of Weeks
2000	Exceptional Drought	3
2001	Extreme Drought	14
2002	Exceptional Drought	3
2003	None	-
2004	Moderate Drought	7
2005	Abnormally Dry	5
2006	Severe Drought	1
	Moderate Drought	29
2007	Exceptional Drought	19
2008	Exceptional Drought	31
2009	Extreme Drought	11
2010	Abnormally Dry	26
2011	Extreme Drought	11
2012	Severe Drought	20
2013	Moderate Drought	3
2014	Abnormally Dry	16
2015	Moderate Drought	7
2016	Exceptional Drought	3
2017	Extreme Drought	11
2018	Abnormally Dry	10
2019	Extreme Drought	3
2020	Abnormally Dry	1
2021	Abnormally Dry	5

Source: United States Drought Monitor

Oconee County

Overall, Oconee County has a low vulnerability to drought as it relates to property and crop damage at or greater than \$50,000. Yet, Oconee County experiences long durations of drought 18-21 weeks per year (U.S. Drought Monitor, 2017). There is a 15% probability that the region would suffer a drought that would cause at or greater than \$50,000 of property or crop damage in any one-year time frame. Droughts can greatly affect the agricultural production of the area as well as affect water treatment and wastewater treatment operations. This can have additional impacts that affect the ability of the region to function. Overall, using the \$50,000 threshold, the County's vulnerability to a damaging drought event is low.

Recommendation:

*Anderson & Oconee County Multi-Jurisdictional Hazard Mitigation Plan
March 2023*

Local governments should adopt water conservation ordinances that limit the amount of water that residents may use during a period of drought. Local governments should develop water monitoring plans as an early warning system. Local governments should inventory and review their reservoir operation plans. A water conservation awareness program should be presented to the public either through pamphlets, workshops or a drought information center. Voluntary water conservation should be encouraged. Local governments should continually look for and fund water system improvements, new systems and new wells. Local governments would certainly benefit from an education program to inform citizens of likely locations and dangers of droughts.

5.8 Flood

Background

Flooding is the most frequent and costly natural hazard in the United States and is a hazard that has caused more than 10,000 deaths since 1900. Nearly 90 percent of presidential disaster declarations result from natural events where flooding was a major component.¹

Floods generally result from excessive precipitation and can be classified under two categories: general floods, precipitation over a given river basin for a long period of time along with storm-induced wave action, and flash floods, the product of heavy localized precipitation in a short timeframe over a given location. The severity of a flooding event is typically determined by a combination of several major factors, including stream and river basin topography and physiography, precipitation and weather patterns, recent soil moisture conditions, and the degree of vegetative clearing and impervious surface.²

Flooding is one of the moderate priority natural hazards in each County. This is largely due to the physical geography of the county, which includes several rivers and creeks as well as a varied topography. Identification of floodplain areas within the county and the incorporated municipalities was based on the most recent Flood Insurance Rate Maps (FIRM) produced by FEMA. These maps display the locations of all of the major water bodies in the county and delineate the 100-year floodplain boundaries. There are areas that have a one percent chance of equaling or exceeding the recorded base flood elevation during any year. Based on these maps, each county and municipality have 100-year floodplains within their jurisdictions. Each community may also have additional flooding problems not represented on the floodplain maps. Nuisance flooding impacts many roads due to poorly designed and maintained drainage systems. Rivers and creeks designated as flood prone areas include but are not limited to the following: Beaver Dam Creek, Rocky Creek. Potential flooding impact in or near the City of Anderson and Seneca are the areas most noted for potential flooding problems.

¹ <https://www.govinfo.gov/content/pkg/GAOREPORTS-GAO-04-401T/html/GAOREPORTS-GAO-04-401T.htm>

² <https://www.usgs.gov/faqs/what-are-two-types-floods>

SECTION 5: HAZARD PROFILES

Flash Flood – A flood which is caused by heavy or excessive rainfall in a short period of time, generally less than 6 hours. Also, at times a dam failure can cause a flash flood, depending on the type of dam and time period during which the break occurs.

Flash Flood Watch - Issued to indicate current or developing hydrologic conditions that are favorable for flash flooding in and close to the watch area, but the occurrence is neither certain or imminent. Flash Flood Warning – Issued to inform the public, emergency management, and other cooperating agencies that flash flooding is in progress, imminent or highly likely. (<http://www.noaawatch.gov/themes/severe.php>)

Flood Risk Analysis

In data compiled by FEMA, via the National Risk Index, Anderson County has a relatively low risk of riverine flooding, and an expected annual loss of \$0.48M, as shown in figure 5.8.1. Oconee county has a relatively low risk of riverine flooding, with an expected annual loss of \$0.21M as shown in figure 5.4.3.

Figure 5.8.1 Anderson County risk analysis

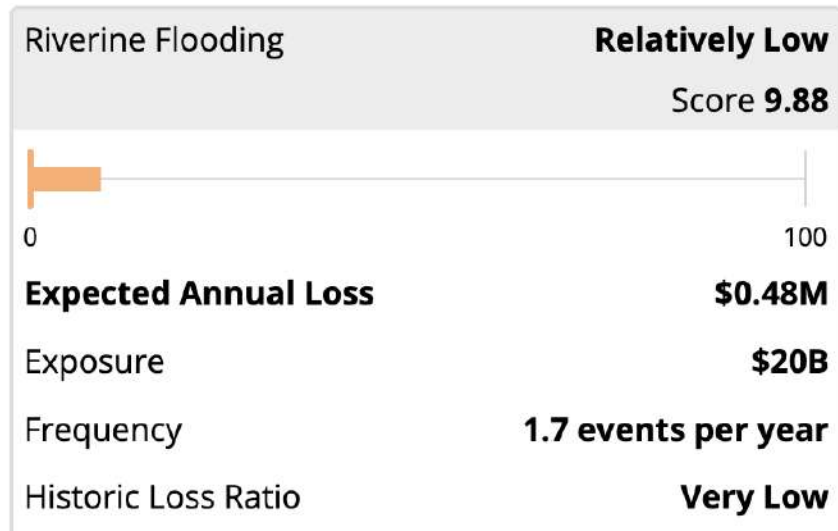
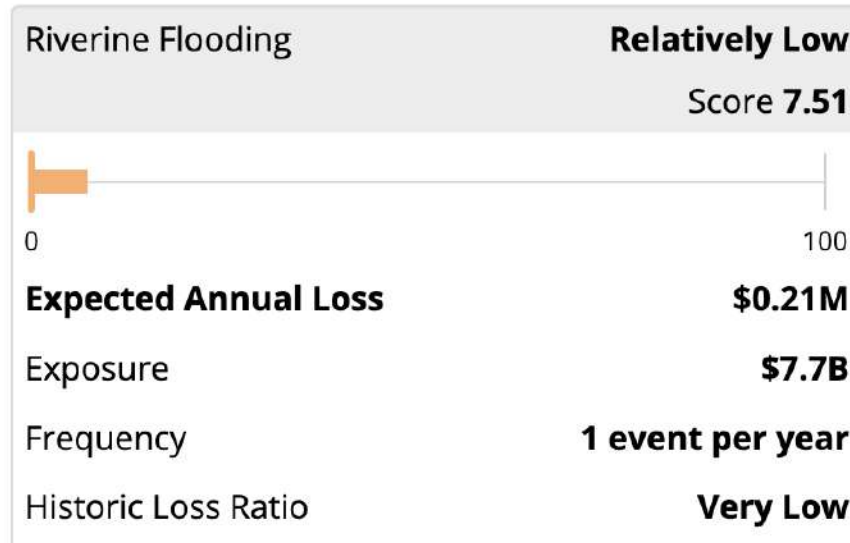


Figure 5.8.2 Oconee County risk analysis



Estimate of Potential Losses (Risk Assessment)

This section describes the risks to each County, including its citizens, residential, government and commercial assets, and County operations. As noted above, risk is an expression of expected future monetary losses resulting from the impacts of natural hazards. Risk assessment methodologies differ based on the nature of data that is available, the hazard, and the way that the results are expressed. The sections below provide brief descriptions of the methodologies.

Flood Risk in each County

This subsection describes how each county, and its municipalities participate in and continued plans for participation in the National Flood Insurance Program (NFIP). Most of the municipalities that participate in the NFIP have memorandums of understanding with the County for floodplain management duties and enforcement of the County flood damage prevention ordinances within their corporate limits. Those municipalities not participating in the NFIP generally follow the County flood management ordinance as outlined in Table 5.3.2-4 in Chapter 5.

Also, this subsection of the Plan provides estimates of future flood losses, i.e., risk. Each of the loss calculations is based on best available data, but they must be considered estimates because highly detailed engineering studies were not performed as part of this planning process. The present section is intended to provide a moderately-detailed overview of risk in each County.

Flood Risk Assessment Method 1**Analysis of NFIP Repetitive Loss and Severe Repetitive Loss Data:**

The first risk assessment method is based on analysis of (NFIP) data on repetitive flood loss properties. The NFIP defines repetitive loss properties as those that have received at least two NFIP insurance payments of more than \$1,000 each in any rolling ten-year period. As of 2010, Anderson County had 3 such properties, based on a query of the Department of Natural Resources (CIS). Of this total, there are 3 residential and 0 non-residential properties.

Table 5.8.3 (Anderson County) and table 5.8.4 (Oconee County) summarizes the NFIP claims value and number of claims statistics for both residential and non-residential repetitive loss properties. The Table indicates that 100% percent of paid claims are associated with residential building damages.

Table 5.8.3 Summary of Residential and Non-Residential NFIP Repetitive; Loss Statistics, Anderson County:

Repetitive Loss Category	Properties	Building	Contents	Total	# of Claims	Average
Residential	3	\$67,225.00	\$0000000	\$67,225.00	3	\$22,408.33
Non-Residential	0	\$0000000	\$000000	\$00000000	0	\$00000000
Grand Total	3	\$67,225.00	\$0000000	\$67,225.00	3	\$22,408.33

There are 5,340 properties in Anderson County that have greater than a 26% chance of being severely affected by flooding over the next 30 years. This represents 5% of all properties in the county (Flood Factor).

Oconee County has filed no repetitive loss claims. There are 3,571 properties in Oconee County that have greater than a 26% chance of being severely affected by flooding over the next 30 years. This represents 6% of all properties in the county (Flood Factor).

Since the 2012 Flood Risk Assessment Analysis update, in which 3 residential priorities experienced repetitive loss to the amount of \$67,226.00, there have been no reported loss claims to Anderson County. Additionally, Oconee County has filed no repetitive loss claims.

All municipalities within Anderson and Oconee Counties, including the unincorporated areas, are members of the National Flood Insurance Program (NFIP), with the exceptions of Starr, West Union, Pelzer, and Salem. The municipalities who do participate in the NFIP adopt and enforce floodplain management requirements, rely on updated floodplain maps, and regulate new construction in Special Flood Hazard Areas. (See Table 5.3.2-4). (Department of Natural Resources (CIS –Report/CID#450013).

Federal Emergency Management Agency Community Status Book Report SOUTH CAROLINA Communities Not in the National Flood Program



Community Status Book Report Communities Not in the National Flood Program



SOUTH CAROLINA

CID	Community Name	County	Init FHBM Identified	Init FIRM Identified	Curr Eff Map Date	Sanction Date	Tribal	CRS Entry Date	Curr Eff Date	Curr Class	% Disc SFHA	% Disc Non SFHA
450148#	BLENHHEIM, TOWN OF	MARLBORO COUNTY	08/12/77	06/16/11	06/16/11	08/12/78	No					
450234B	BONNEAU, TOWN OF	BERKELEY COUNTY		10/16/03	12/07/18	10/16/04	No					
450162#	BRANCHVILLE, TOWN OF	ORANGEBURG COUNTY	06/07/74	02/01/80	01/16/14	02/04/88(5)	No					
450202#	CALHOUN FALLS, TOWN OF	ABBEVILLE COUNTY		03/03/11	03/03/11	03/03/12	No					
450077B	COWARD, TOWN OF	FLORENCE COUNTY	05/31/74	12/16/04	12/16/14	05/31/75	No					
450286#	COWPENS, TOWN OF	SPARTANBURG COUNTY		01/06/11	01/06/11	01/06/12	No					
450239#	EUTAWILLE, TOWN OF	ORANGEBURG COUNTY		01/16/14	01/16/14	01/16/15	No					
450260A	GASTON, TOWN OF	LEXINGTON COUNTY		07/17/95	07/05/18	07/17/96	No					
450220B	JAMESTOWN, TOWN OF	BERKELEY COUNTY	02/07/75	10/16/03	12/07/18	02/07/76	No					
450289#	JONESVILLE, TOWN OF	UNION COUNTY		08/02/11	08/02/11	08/02/12	No					
450276#	LITTLE MOUNTAIN, TOWN OF	NEWBERRY COUNTY		09/16/11	09/16/11	09/16/12	No					
450150#	MCCOLL, TOWN OF	MARLBORO COUNTY	07/25/75	06/16/11	06/16/11	07/25/76	No					
450243#	MCCONNELLS, TOWN OF	YORK COUNTY		09/26/08	09/26/08	09/26/09	No					
450199#	NORRIS, TOWN OF	PICKENS COUNTY		04/16/08	04/16/08	04/16/09	No					
450154#	PEAK, TOWN OF	NEWBERRY COUNTY		09/16/11	09/16/11	09/16/12	No					
450018#	PELZER, TOWN OF	ANDERSON COUNTY	06/18/76	09/29/11	09/29/11	06/18/77	No					
450299#	POMARIA, TOWN OF	NEWBERRY COUNTY		09/16/11	09/16/11	09/16/12	No					
450277#	PROSPERITY, TOWN OF	NEWBERRY COUNTY		09/16/11	09/16/11	09/16/12	No					
450071A	RIDGEVILLE, TOWN OF	DORCHESTER COUNTY	05/31/74	07/18/17	07/18/17	05/31/75	No					
450212B	SALEM, TOWN OF	OCONEE COUNTY	11/08/74	09/11/09	12/21/17	11/08/75	No					
450155#	SILVERSTREET, TOWN OF	NEWBERRY COUNTY	01/24/75	09/16/11	09/16/11	01/24/76	No					
450057A	SMOAKS, TOWN OF	COLLETON COUNTY	09/06/74	11/07/01	12/21/17	09/06/75	No					
450072A	ST. GEORGE, TOWN OF	DORCHESTER COUNTY	07/23/76	07/18/17	07/18/17	07/23/77	No					
450273#	ST. MATTHEWS, TOWN OF	CALHOUN COUNTY		04/16/07	04/16/07	04/16/08	No					
450247#	STARR, TOWN OF	ANDERSON COUNTY		09/29/11	09/29/11	09/29/12	No					
450287B	WELLFORD, CITY OF	SPARTANBURG COUNTY		01/06/11	05/04/21	01/06/12	No					
450278B	WEST UNION, TOWN OF	OCONEE COUNTY		09/11/09	12/21/17	09/11/10	No					
450272#	WILLISTON, TOWN OF	BARNWELL COUNTY		09/29/10	09/29/10	09/29/11	No					
450292#	WINNSBORO, TOWN OF	FAIRFIELD COUNTY		05/03/11	05/03/11	05/03/12	No					

Summary:

Total Not in Flood Program	29
Total Suspended from Emergency Program	0
Total Suspended from Regular Program	1
Total Withdrawn Communities Not In Program	0
Total Not In Program With Hazard Area Identified	29
Total Not In Program With Hazard Area Identified < 1 Year	0

2023 Data from: Fema.gov. (n.d.). Retrieved January 31, 2023, from https://www.fema.gov/cis/SC.html#comm_not_part_id

Historical Data

Anderson County Extent

Considering the frequency and intensity of Flood events in Anderson County; the future predictability frequency and intensity of Flood events is low as the entire county is equally susceptible to Flood events and likely to cause low to moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 15 days and 5 event days causing property damage ranging from 50,000 to 100,000 dollars in damage for a total of over 602,000 dollars in property damage, with 0 deaths and 0 injuries.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Flood**

Anderson county contains the following zones:

Anderson

15 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	15
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	5
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Anderson County has experienced 15 notable flooding events from the time frame of 01/01/1960 thru 01/01/2021. A flooding event is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. These 15 notable flooding events have caused 1.83 injuries to county residents and 0.5 fatalities. These flooding events have caused a collective \$3,731,112.02 in property damage and \$447,590.73 in crop damage, adjusted for 2020 inflation.

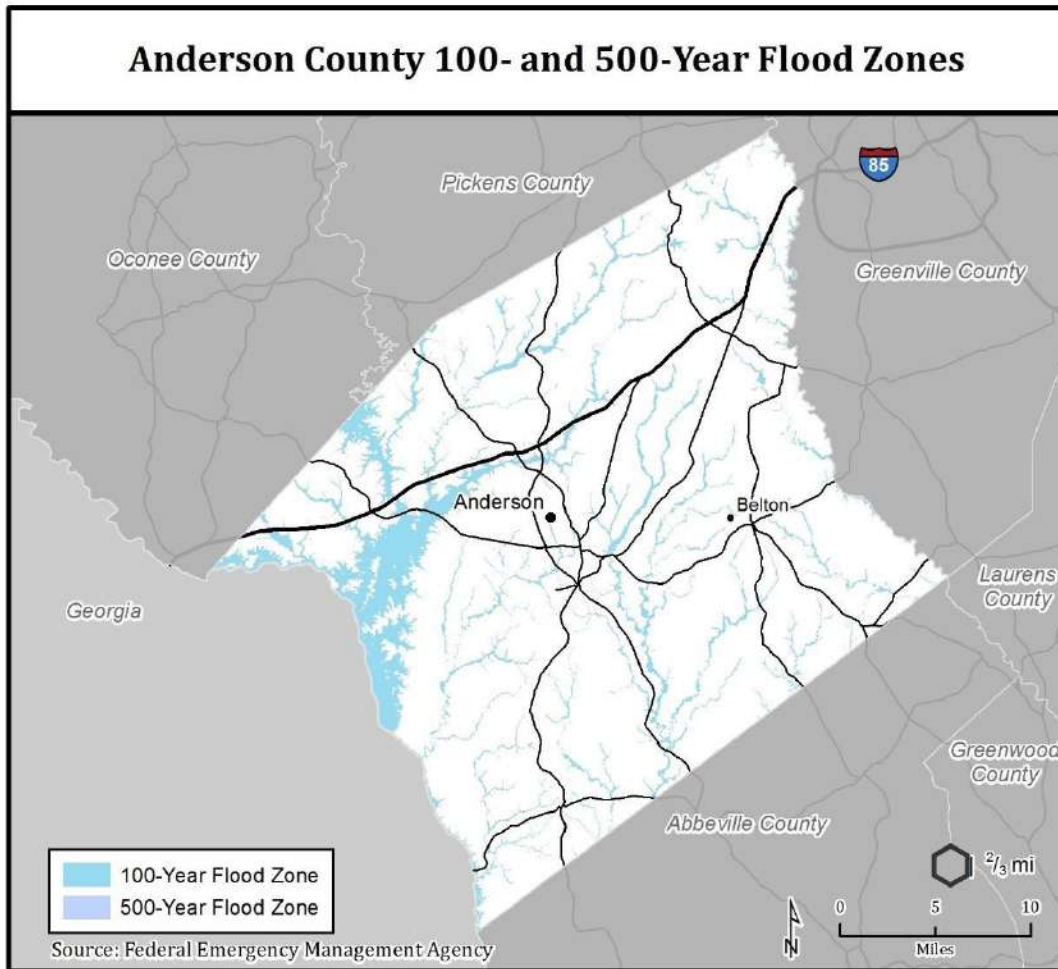
Table 5.8.3: Anderson County Notable Flooding Events from 1/1/1970- 1/1/2021
SHELDUS
Query results

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
2/6/20	Flooding	0	0	0	500000
2/6/20	Flooding	0	0	0	500000
9/13/14	Flooding	0	0	0	55361.17
9/27/04	Flooding	0	0	0	69380.53
6/25/04	Flooding	0	0	0	138761.06
6/21/04	Flooding	0	0	0	69380.53
6/18/03	Flooding	0	0	0	356140.82
3/6/03	Flooding	0	0	0	142456.33
4/17/98	Flooding	0	0	0	771886.06
8/27/95	Flooding	0	0	0	429986.29
8/12/91	Flooding	0	0	0	384904.02
10/1/89	Flooding	0	0	0	105693.4
10/9/76	Flooding	50072.54	0	0	50072.54
9/18/75	*Flooding/ Lightning/ Severe Storm/Thunderstorm	12180.28	0.5	1.5	1218028.07
10/8/76	*Flooding/ Severe Storm/Thunderstorm	38388.92	0	0.33	383889.32
Total		100,641.74	.5	1.83	5,175,940.14

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

*Hazard may be repeated in another section

Figure 5.8.4 Flooding: Anderson County



Recommendation:

Counties and municipalities should ensure adoption of Floodplain Management Ordinances concerning construction in floodplain areas. Counties and municipalities should consider doing buyouts of properties that are flood prone and have had repetitive losses to mitigate future disasters. Local governments should make strong efforts to further improve warning systems to ensure that future deaths and injuries do not occur due to the effects of flooding events. Local governments should consider making improvements to roads and low water crossings that consistently flood by placing them on a hazard mitigation projects list and actively seek funding to successfully complete the projects.

Oconee County

Extent

Considering the frequency and intensity of Flood events in Oconee County; the future predictability frequency and intensity of Flood events is low as the entire county is equally susceptible to Flood events and likely to cause low to moderate crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 10 days and 4 event days causing property damage ranging from 3,000 to 1.3 million dollars in damage for a total of over 1.459 million dollars in property damage, with 0 deaths and 0 injuries.

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: Flood

Oconee county contains the following zones:

Oconee Mountains, Greater Oconee

12 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	3
Number of Days with Event:	10
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	4
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov/ncei)

Oconee County has experienced 12 notable flooding events from the time frame of 01/01/1970 thru 01/01/2021. A flooding event is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. These 12 notable flooding events have caused 2.66 injuries to county residents and 0.67 fatalities. These flooding events have caused a collective \$9,213,204.37 in property damage and \$500,437.85 in crop damage, adjusted for 2020 inflation.

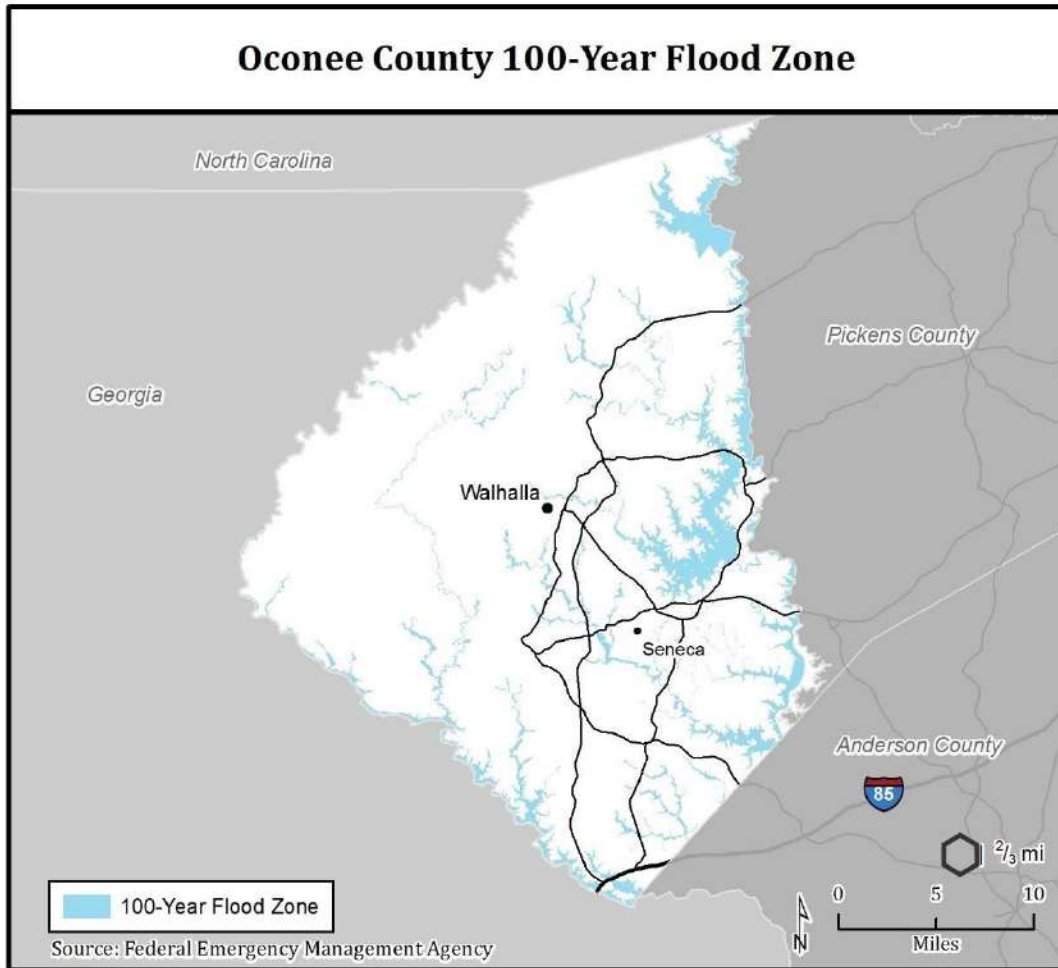
Table 5.8.5: Oconee County Notable Flooding Events from 1/1/1970- 1/1/2021
SHELDUS
Query results

Date	Hazard	Crop Damages (ADJ)	Fatalities	Injuries	Property Damages (ADJ)
2/6/20	Flooding	0	0	0	400,000
9/16/04	Flooding	0	0	0	160,962.83
9/7/04	Flooding	0	0	0	1,803,893.77
8/17/94	Flooding	0	0	0	88,434.43
1/1/93	Flooding	394,353.65	0	0	19,717.15
10/1/89	Flooding	0	0	0	10,569.34
7/3/89	Flooding	0	0	0	10,5693.4
10/9/76	Flooding	50,072.54	0	0	50,072.54
5/28/76	Flooding	7,677.8	0.67	2.33	767,778.69
8/6/78	*Flooding/ Severe Storm/Thunderstorm	5025.3	0	0	502,529.99
10/8/76	*Flooding/ Severe Storm/Thunderstorm	38,388.92	0	0.33	383,889.32
9/13/73	*Flooding/ Severe Storm/Thunderstorm	4,919.64	0	0	4,919,662.91
Total		500,437.85	.67	2.66	9,213,204.37

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

*Hazard may be repeated in another section

5.8.6 Oconee Flooding: Oconee County



Recommendation:

Counties and municipalities should ensure adoption of Floodplain Management Ordinances concerning construction in floodplain areas. Counties and municipalities should consider doing buyouts of properties that are flood prone and have had repetitive losses to mitigate future disasters. Local governments should make strong efforts to further improve warning systems to ensure those future deaths and injuries do not occur due to the effects of flooding events. Local governments should consider making improvements to roads and low water crossings that consistently flood by placing them on a hazard mitigation projects list and actively seek funding to successfully complete the projects.

5.9 Wildfire

Background

Wildfires are the most common natural hazards in South Carolina. Wildfires can result from natural causes, but most actually result from human actions. The most common cause of fires are careless debris burning and arson. There is an average of 5,000 wildfires a year in the State, resulting in 30,000 acres burnt. Late winter to early spring is South Carolina's wildfire season (SC Emergency Management Division, 2022). According to the South Carolina Forestry Commission (2022), the cause of wildfires in South Carolina by percentage are:

5.9.1 Cause of SC Wildfires

Debris Burning	50%
Incendiary	19%
Misc.	10%
Equipment Use	5%
Power Line	4%
Children	4%
Lightning	3%
Smoking	2%
Structure	2%
Campfire	2%
Fireworks	<1%
Railroads	<1%

**Percentages do not add up to 100% due to rounding.*

A significant number of forest fires occur in Anderson and Oconee County region. The majority of fires are caused by humans, including campfires, smoking, debris burning, incendiary equipment use, and railroads. Although the total number of forest fires in each county is documented, there is not a current database of wildfire locations that can be separated out from land clearing activities that burn timber or any map data that represents precise locations within each county. (Source: South Carolina Forestry Commission)

Community Risk Analysis

Wildfire Risk Analysis

In data compiled by FEMA, via the National Risk Index, Anderson County has a very low risk of wildfires, and an expected annual loss of \$22k as shown in Figure 5.9.2 Oconee County also has a very low risk of wildfires, and an expected annual loss of \$8.7k as shown in Figure 5.9.3

Figure 5.9.2: Anderson County risk analysis

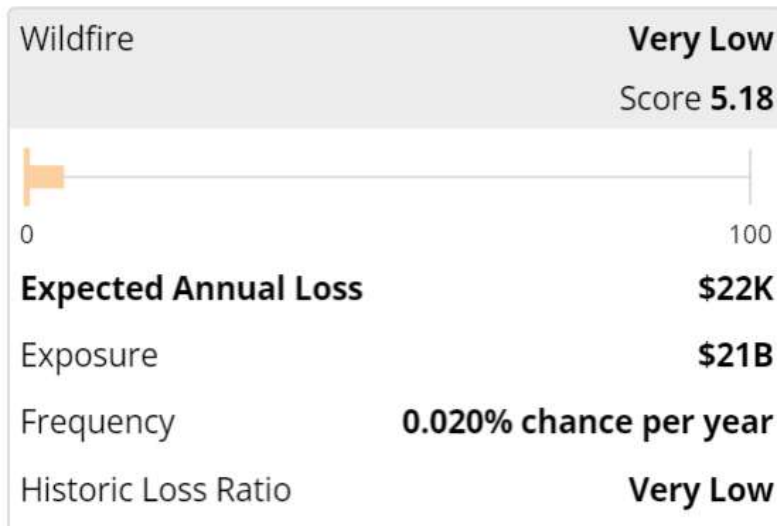
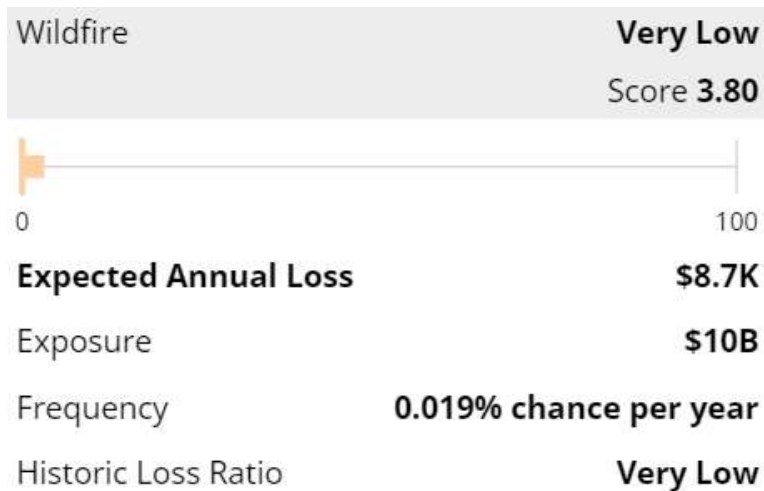


Figure 5.9.3: Oconee County risk analysis



Anderson County

Extent

Considering the frequency and intensity of Wildfire events in Anderson County; the future predictability frequency and intensity of Wildfire events is low as the entire county is equally susceptible to Wildfire events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 0 days and 0 event days causing property damage ranging from 0 dollars in damage for a total of 0 dollars in property damage, with 0 deaths and 0 injuries.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: Wildfire

Anderson county contains the following zones:

Anderson

0 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	0
Number of Days with Event:	0
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	0

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Anderson County has experienced 1 notable wildfire from the time frame of 01/01/1970 through 01/01/2021. A wildfire is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. This 1 notable wildfire has caused 0.00 injuries to county residents and 0.00 fatalities. This wildfire has caused a collective \$ 3,943.06 in property damage and \$239,430.45 in crop damage, adjusted for 2020 inflation and less than 100 acres property damage.

Table 6.3.7-2: Anderson County Notable Wildfires from 1/1/1970- 1/1/2021
SHELDUS
Query results

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
1985	Wildfire	239,430.45	0.00	0.00	23,943.06
Total		239,430.45	0.00	0.00	23,943.06

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Wildfire Probability and Vulnerability

Anderson County:

Table 6.3.7-3: Anderson County Probability of a Wildfire

County	Number of Events	Years	Recurrence Intervals (years)	Hazard Frequency (% change/year)
Anderson	1	55	55	2%

Vulnerability

Anderson County

Overall, Anderson County has a very low-level vulnerability of wildfire events causing significant property damage. The probability of one or more wildfire events causing significant property damage originating in Anderson County is near zero. Since 1988 Anderson County has not experienced any wildfire events causing significant property damage. Examining past wildfire events that have occurred in the County, there have been numerous fires, but they have not caused a great amount of significant reported damage. These wildfire events within the County also have not caused any reported significant property damage within the municipalities. Overall, when taking into consideration the very low probability of fire in the county, and the past history of the event, the county has a very low-level vulnerability to wildfire events causing significant property damage while the municipalities have a very low vulnerability to wildfire events causing significant property damage as well. Overall, when taking into consideration the very low probability of wildfire events in Anderson County the County has a very low-level vulnerability to this hazard causing significant property damage.

Recommendation

Counties and municipalities should consider design and implement a comprehensive community awareness and educational campaign on wildfire event fire danger, targeted at areas of highest risk. Develop capabilities, systems and procedures to pre-deploy fire-fighting resources during times of high wildfire event hazards.

Through training and education, prepare local fire departments for wildfire scenarios. Encourage development and dissemination of maps relating to the fire hazard to help educate and assist builders and homeowners in being engaged in wildfire mitigation activities, and to help guide emergency services during response.

Oconee County

Extent

Considering the frequency and intensity of Wildfire events in Oconee County; the future predictability frequency and intensity of Wildfire events is low as the entire county is equally susceptible to Wildfire events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 0 days and 0 event days causing property damage ranging from 0 dollars in damage for a total of 0 dollars in property damage, with 0 deaths and 0 injuries.

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: **Wildfire**

Oconee county contains the following zones:

Oconee Mountains, Greater Oconee

0 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	0
Number of Days with Event:	0
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	0

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.ncei.noaa.gov/)

Based on the criteria, Oconee County has experienced 1 notable wildfire from the time frame of 01/01/1970 thru 01/01/2021. A wildfire is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. This 1 notable wildfire has caused 0.00 injuries to county residents and 0.00 fatalities. This 1 wildfire has caused a collective \$26,478.88 in property damage and \$264,788.71 in crop damage, adjusted for 2020 inflation.

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However, Oconee County experience a fire in 1985 causing over \$26,478.88 in property damage and \$264,788.71 in crop damage, and over 100 acres property damage. Neighboring Pickens County experienced the Pinnacle Mountain Fire in 2016. There was no crop damage, property damage, or fatalities. However, 10,623 acres were burned and the fire cost more than \$5 million.

Table 6.3.7-5: Oconee County Notable Wildfire Events from 1/1/1970- 1/1/2021

SHELDUS
Query results

Date	Hazard	Crop Damages (ADJ)	Fatalities	Injuries	Property Damages (ADJ)
3/1/85	Wildfire	264,788.71	0	0	26,478.88
Total		264,788.71	0	0	26,478.88

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Wildfire Probability and Vulnerability

Oconee County:

Table 6.3.7-6: Oconee County Probability of a Wildfire

County	Number of Events	Years	Recurrence Intervals (years)	Hazard Frequency (% change/year)
Oconee	2	55	27.5	4%

Vulnerability

Oconee County

Overall, Oconee County has a very low-level vulnerability of wildfire events causing significant property damage. The probability of one or more wildfire events causing significant property damage originating in Oconee County is near zero. Since 1988, Oconee County has not experienced any wildfire events causing significant property damage. Examining past wildfire events that have occurred in the County, there have been numerous fires, but they have not caused a great amount of significant reported damage. These wildfire events within the County also have not caused any reported significant property damage within the municipalities. Overall, when taking into consideration the very low probability of fire in the county, and the past history of the event, the county has a very low-level vulnerability to wildfire events causing significant property damage while the municipalities have a very low vulnerability to wildfire events causing significant property damage as well. Overall, when taking into consideration the very low probability of wildfire events in Oconee County the County has a very low-level vulnerability to this hazard causing significant property damage.

Recommendation

Counties and municipalities should consider design and implement a comprehensive community awareness and educational campaign on wildfire event fire danger, targeted at areas of highest risk. Develop capabilities, systems and procedures to pre-deploy fire-fighting resources during times of high wildfire event hazards. Through training and education, prepare local fire departments for wildfire scenarios. Encourage development and dissemination of maps relating to the fire hazard to help educate and assist builders and homeowners in being engaged in wildfire mitigation activities, and to help guide emergency services during response.

5.10 Hurricanes

Background

Hurricanes and tropical storms are classified as cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate counter-clockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and whose diameter averages 10 to 30 miles across. A tropical cyclone refers to any such circulation that develops over tropical waters. Tropical cyclones act as a “safety-valve,” limiting the continued build-up of heat and energy in tropical regions by maintaining the atmospheric heat and moisture balance between the tropics and the pole-ward latitudes. The primary damaging forces associated with these storms are high-level sustained winds, heavy precipitation, and tornadoes.

The key energy source for a tropical cyclone is the release of latent heat from the condensation of warm water. Their formation requires a low-pressure disturbance, warm sea surface temperature, rotational force from the spinning of the earth, and the absence of wind shear in the lowest 50,000 feet of the atmosphere. Most hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico during the official Atlantic hurricane season, which encompasses the months of June through November. The peak of the Atlantic hurricane season is in early to mid-September, and the average number of storms that reach hurricane intensity per year in the Atlantic basin is about six.

As an incipient hurricane develops, barometric pressure (measured in millibars or inches) at its center falls and winds increase. If the atmospheric and oceanic conditions are favorable, it can intensify into a tropical depression. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center in Miami, Florida. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. Hurricane intensity is further classified by the Saffir-Simpson Scale (**Table 5.12**), which rates hurricane intensity on a scale of 1 to 5, with 5 being the most intense.




TABLE 5.10.1: SAFFIR-SIMPSON SCALE

Category	Maximum Sustained Wind Speed (MPH)	Minimum Surface Pressure (Millibars)
1	74–95	Greater than 980
2	96–110	979–965
3	111–129	964–945
4	130–156	944–920
5	157 +	Less than 920



Source: National Hurricane Center (2012)

The Saffir-Simpson Scale categorizes hurricane intensity linearly based upon maximum sustained winds and barometric pressure, which are combined to estimate potential damage. Categories 3, 4, and 5 are classified as “major” hurricanes and, while hurricanes within this range comprise only 20 percent of total tropical cyclone landfalls, they account for over 70 percent of the damage in the United States. **Table 5.13** describes the damage that could be expected for each category of hurricane. Damage during hurricanes may also result from spawned tornadoes, storm surge, and inland flooding associated with heavy rainfall that usually accompanies these storms.

TABLE 5.10.2: HURRICANE DAMAGE CLASSIFICATIONS

Storm Category	Damage Level	Description of Damages	Photo Example
1	MINIMAL	No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery, and trees. Also, some coastal flooding and minor pier damage.	
2	MODERATE	Some roofing material, door, and window damage. Considerable damage to vegetation, mobile homes, etc. Flooding damages piers and small craft in unprotected moorings may break their moorings.	
3	EXTENSIVE	Some structural damage to small residences and utility buildings, with a minor amount of curtainwall failures. Mobile homes are destroyed. Flooding near the coast destroys smaller structures, with larger structures damaged by floating debris. Terrain may be flooded well inland.	

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4	EXTREME	More extensive curtainwall failures with some complete roof structure failure on small residences. Major erosion of beach areas. Terrain may be flooded well inland.	
5	CATASTROPHIC	Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. Flooding causes complete damage to lower floors of all structures near the shoreline. Massive evacuation of residential areas may be required.	

Source: National Hurricane Center; Federal Emergency Management Agency

Hurricane Risk Analysis

In data compiled by FEMA, via the National Risk Index, Anderson County has a relatively low risk of a Hurricane event, and an expected annual loss of \$0.12M, as shown in figure 5.10.3. Oconee county has a relatively low risk of a Hurricane event, with an expected annual loss of \$0.29M as shown in figure 5.10.4.

Figure 5.10.3 Anderson County Risk Analysis

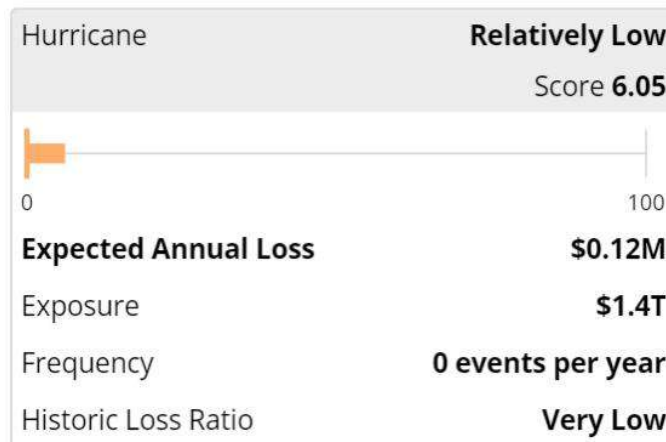
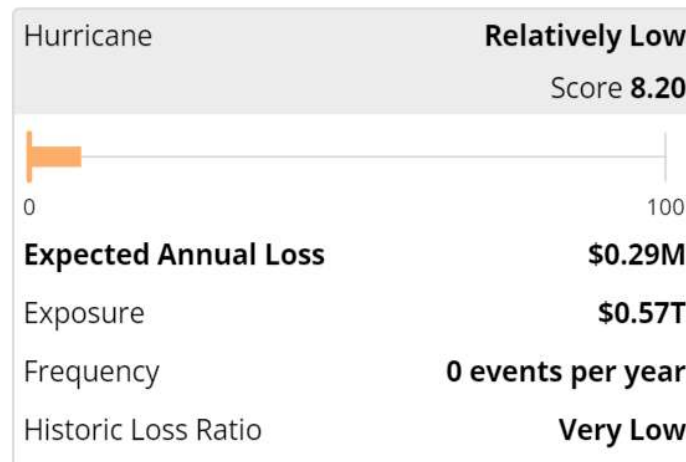


Figure 5.10.4 Oconee County Risk Analysis



A Tropical cyclone is a rotating, organized system of clouds and thunderstorms that originates over tropical or subtropical waters and has a closed low-level circulation. Although tropical depression, tropical storm and major hurricane do not pose a direct threat to Anderson and Oconee counties they often experience aftereffects such as high winds, increased rainfall and possible increase flooding, which are addressed in the plan. Anderson and Oconee County are located in the northwest corner of South Carolina the Appalachian and Blue Ridge Mountains border the region to the northwest and the Atlantic Ocean is approximately 200 miles to the east. Therefore, Tropical cyclone, tropical depression, tropical storm and major hurricane do not pose a direct threat to Anderson and Oconee county. Tropical cyclones rotate counterclockwise in the Northern Hemisphere. They are classified as follows:

- **Tropical Depression:** A tropical cyclone with maximum sustained winds of 38 mph (33 knots) or less.
- **Tropical Storm:** A tropical cyclone with maximum sustained winds of 39 to 73 mph (34 to 63 knots).
- **Hurricane:** A tropical cyclone with maximum sustained winds of 74 mph (64 knots) or higher. In the western North Pacific, hurricanes are called typhoons; similar storms in the Indian Ocean and South Pacific Ocean are called cyclones.
- **Major Hurricane:** A tropical cyclone with maximum sustained winds of 111 mph (96 knots) or higher, corresponding to a Category 3, 4 or 5 on the Saffir-Simpson Hurricane Wind Scale.

Tropical cyclones forming between 5- and 30-degrees North latitude typically move toward the west. Sometimes the winds in the middle and upper levels of the atmosphere change and steer the cyclone toward the north and northwest. When tropical cyclones reach latitudes near 30 degrees North, they often move northeast.

Location and Spatial Extent

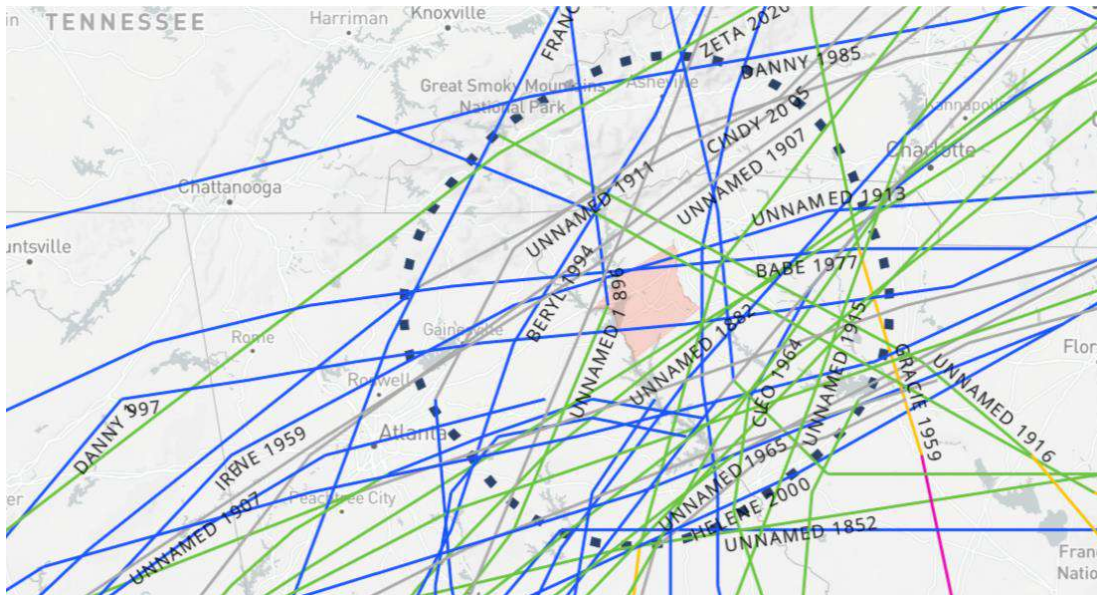
Hurricanes and tropical storms threaten the entire Atlantic and Gulf seaboard of the United States. While coastal areas are most directly exposed to the brunt of landfalling storms, their impact is often felt hundreds of miles inland and they can affect Anderson and Oconee County. All jurisdictions in Anderson and Oconee County are equally susceptible to hurricane and tropical storms.

Storms track across the areas regularly but usually not with severe events and/or losses. Flooding is generally the greatest hazard of concern with hurricane and tropical storm events in Anderson and

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Oconee Counties though some events do carry winds that can have significant impacts on the county. The tables of Storm Track data clearly show how the intensity of the storm decreases with its travel inland.

5.10.5 Anderson Storm Tracks



<https://coast.noaa.gov/hurricanes/45> hurricane tracks from 1852-2021

Anderson Storm Track Data

SECTION 5: HAZARD PROFILES

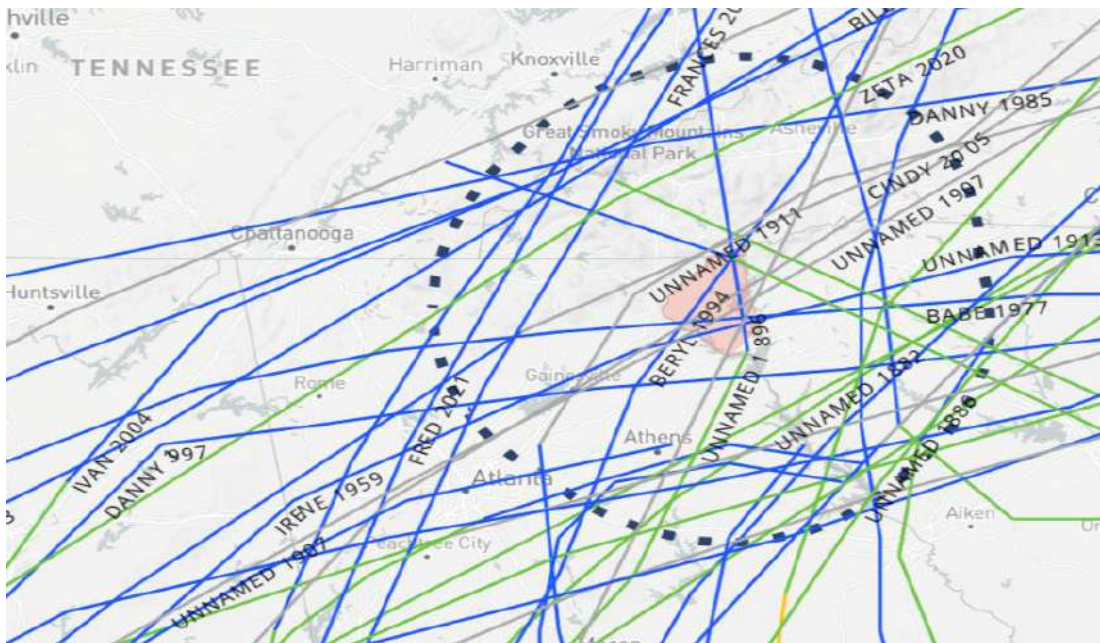
Storm Name	Date	Category in Anderson County	Minimum Pressure (mb)	Max Category along entire path	Max Wind Speed (knots)
Claudette	6/17/ to 6/23/2021	Tropical Depression	1007	Tropical Storm	40
Zeta	10/24 to 10/30/2020	Tropical Storm	986	H3	100
Sally	9/11/to 9/18/2020	ET	1004	H2	95
Fay	7/5 to 7/11/2020	Tropical Depression	1014	Tropical Storm	50
Michael	10/6 to 10/15/2018	Tropical Storm	979	H5	140
Florence	8/30 to 9/18/2018	Tropical Storm	1002	H4	130
Cindy	7/3 to 7/11/2005	Tropical Depression	1008	H1	65
Jeanne	9/13 to 9/29/2004	Tropical Depression	998	H3	105
Frances	8/25 to 9/10/2004	Tropical Depression	1000	H4	125
Helene	9/15 to 9/25/2000	Tropical Depression	1011	Tropical Storm	60
Danny	7/16 to 7/27/1997	Tropical Depression	1012	H1	70
Jerry	8/22 to 8/28/1995	Tropical Depression	1006	Tropical Storm	35
Beryl	8/14 to 8/19/1994	Tropical Depression	1005	Tropical Storm	50
Marco	10/9 to 10/13/1990	ET	1005	Tropical Storm	55
Danny	8/12 to 8/20/1985	Tropical Depression	1011	H1	80
Babe	9/3 to 9/9/1977	Tropical Depression	-1	H1	65
Abby	6/1 to 6/13/1968	Tropical Depression	-1	H1	65
Unnamed 1965	6/13 to 6/20/1965	Tropical Storm	-1	Tropical Storm	50
Cleo	8/20 to 9/11/1964	Tropical Storm	-1	H4	130
Irene	10/6 to 10/9/1959	Tropical Depression	-1	Tropical Storm	40
Gracie	9/20 to 10/2/1959	H1	-1	H4	115
Arlene	5/28 to 6/2/1959	Tropical Depression	-1	Tropical Storm	55
Unnamed 1949	8/23 to 9/1/1949	Tropical Storm	1000	H4	115

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Unnamed 1947	10/5 to 10/9/1947	Tropical Depression	-1	Tropical Storm	50
Unnamed 1946	10/5 to 10/14/1946	Tropical Storm	-1	H2	85
Unnamed 1933	8/31 to 9/7/1933	Tropical Depression	-1	H4	120
Unnamed 1928	8/3 to 8/13/1928	Tropical Depression	-1	H2	90
Unnamed 1916	7/11 to 7/15/1916	Tropical Storm	-1	H3	100
Unnamed 1915	7/31 to 8/5/1915	Tropical Storm	-1	H1	65

<https://coast.noaa.gov/hurricanes/>

5.10.6 Oconee Storm Tracks



<https://coast.noaa.gov/hurricanes/41> Hurricane tracks 1859-2021

Oconee County Storm Track data

SECTION 5: HAZARD PROFILES

Storm Name	Date	Category in Oconee County	Minimum Pressure (mb)	Max Category along entire path	Max Wind Speed (knots)
Fred	8/9 to 8/20/21	Tropical Depression	1008	Tropical Storm	55
Claudette	6/17/ to 6/23/2021	Tropical Depression	1007	Tropical Storm	40
Zeta	10/24 to 10/30/2020	Tropical Storm	986	H3	100
Sally	9/11/to 9/18/2020	ET	1004	H2	95
Florence	8/30 to 9/18/2018	Tropical Storm	1002	H4	130
Cindy	7/3 to 7/11/2005	Tropical Depression	1008	H1	65
Jeanne	9/13 to 9/29/2004	Tropical Depression	998	H3	105
Ivan	9/2 to 9/24/2004	Tropical Depression	991	H5	145
Frances	8/25 to 9/10/2004	Tropical Depression	1000	H4	125
Bill	6/28 to 7/3/2003	Tropical Depression	1007	Tropical Storm	50
Danny	7/16 to 7/27/1997	Tropical Depression	1012	H1	70
Jerry	8/22 to 8/28/1995	Tropical Depression	1006	Tropical Storm	35
Beryl	8/14 to 8/19/1994	Tropical Depression	1005	Tropical Storm	50
Andrew	8/16 to 8/28/1992	Tropical Depression	1000	H5	150
Danny	8/12 to 8/20/1985	Tropical Depression	1010	H1	80
Babe	9/3 to 9/9/1977	Tropical Depression	-1	H1	65
Abby	6/1 to 6/13/1968	Tropical Depression	-1	H1	65
Cleo	8/20 to 9/11/1964	Tropical Storm	-1	H4	130
Irene	10/6 to 10/9/1959	Tropical Depression	-1	Tropical Storm	40
Arlene	5/28 to 6/2/1959	Tropical Depression	-1	Tropical Storm	55
Unnamed 1949	8/23 to 9/1/1949	Tropical Storm	1000	H4	115
Unnamed 1947	10/5 to 10/9/1947	Tropical Depression	-1	Tropical Storm	50

SECTION 5: HAZARD PROFILES

Unnamed 1928	8/7 to 8/17/1928	Tropical Depression	-1	H1	80
Unnamed 1928	8/3 to 8/13/1928	Tropical Depression	-1	H2	90
Unnamed 1916	7/11 to 7/15/1916	Tropical Storm	-1	H3	100
Unnamed 1913	8/30 to 9/4/1913	Tropical Depression	-1	H1	75
Unnamed 1912	6/7 to 6/17/1912	ET	-1	Tropical Storm	60
Unnamed 1911	8/23 to 8/31/1911	Tropical Depression	-1	H2	85
Unnamed 1907	9/18 to 9/23/1907	ET	-1	Tropical Storm	40
Unnamed 1906	9/3 to 9/18/1906	Tropical Storm	-1	H1	80
Unnamed 1905	10/5 to 10/11/1905	ET	-1	Tropical Storm	45
Unnamed 1903	9/9 to 9/16/1903	Tropical Depression	-1	H1	80
Unnamed 1902	10/3 to 10/13/1902	ET	-1	H2	90
Unnamed 1901	9/21 to 10/2/1901	ET	-1	Tropical Storm	45
Unnamed 1900	9/11 to 9/15/1900	Tropical Depression	-1	Tropical Storm	45
Unnamed 1896	7/4 to 7/12/1896	Tropical Storm	-1	H2	85
Unnamed 1893	9/27 to 10/5/1893	Tropical Storm	-1	H4	115
Unnamed 1889	9/12 to 9/26/1889	Tropical Storm	-1	H2	95
Unnamed 1886	6/17 to 6/24/1886	Tropical Storm	-1	H2	85
Unnamed 1882	9/2 to 9/13/1882	Tropical Storm	-1	H3	110
Unnamed 1859	9/15 to 9/18/1859	Tropical Storm	-1	H1	70

<https://coast.noaa.gov/hurricanes/>

Historical Data

*Anderson County
Extent*

Considering the frequency and intensity of Hurricane events in Anderson County; the future predictability frequency and intensity of Hurricane events is low as the entire county is equally susceptible to Hurricane events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 0 days and 0 event days causing property damage ranging from 0 dollars in damage for a total of 0 dollars in property damage, with 0 deaths and 0 injuries.

Storm Events Database

Search Results for Anderson County, South Carolina

Event Types: **Hurricane (Typhoon)**

Anderson county contains the following zones:

Anderson

0 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	0
Number of Days with Event:	0
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	0

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Anderson County has experienced 1 notable hurricane from the time frame of 01/01/1970 thru 01/01/2021. A hurricane is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. This hurricane caused 0.00 injuries to county residents and 0.00 fatalities. This hurricane caused a collective \$373,901.11 in property damage and \$3,739.01 in crop damage, adjusted for 2020 inflation.

Table 5.10.3: Anderson County Notable Hurricanes from 1/1/1970- 1/1/2021
SHELDUS
Query results

Date	Hazard	Crop Damage (ADJ)	Injuries	Fatalities	Property Damage (ADJ)
8/24/1995	Hurricane/Tropical Storm	3,739.01	0.00	0.00	373901.11
Total		3,739.01	0.00	0.00	373901.11

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Hurricane Probability and Vulnerability

Anderson County Probability of a Hurricane

County	Number of Events	Years	Recurrence Intervals (years)	Hazard Frequency (% change/year)
Anderson	1	55	55	2%

Vulnerability

Anderson County

Overall, Anderson County has a very low-level vulnerability to hurricanes, primarily due to it being far inland. The probability of hurricane effects in Anderson County is 2% for any given year. While Anderson County is far inland for hurricanes to strike, it is clear from examining past events that hurricane effects do have the potential to do damage within the County. Since hurricane effects may be experienced randomly throughout the county, one jurisdiction has the same chance of this hazard as the rest of the county and its municipalities. Thus, each municipality has the same vulnerability as the County.

Recommendation

Early warnings are possibly the best hope for residents when hurricanes strike. Citizens must immediately be aware when a community will be facing a hurricane incident. Communities that do not already possess warning systems should plan to purchase a system. Storm shelters are another important means of mitigating the effects of hurricane events. A community-wide shelter program should be considered for residents who may not have adequate shelter in their homes. Residents should also be encouraged to build their own storm shelters to prepare for emergencies. Local governments should encourage residents to purchase weather radios to ensure that everyone has sufficient access to information in times of severe weather.

Oconee County

Extent

Considering the frequency and intensity of Hurricane events in Anderson County; the future predictability frequency and intensity of Hurricane events is low as the entire county is equally susceptible to Hurricane events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 0 days and 0 event days causing property damage ranging from 0 dollars in damage for a total of 0 dollars in property damage, with 0 deaths and 0 injuries.

Storm Events Database

Search Results for Oconee County, South Carolina

Event Types: **Hurricane (Typhoon)**

Oconee county contains the following zones:

Oconee Mountains, Greater Oconee

0 events were reported between 01/01/1950 and 01/31/2023 (26694 days)

Summary Info:

Number of County/Zone areas affected:	0
Number of Days with Event:	0
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	0

[National Centers for Environmental Information \(NCEI\) \(noaa.gov\)](https://www.noaa.gov)

Oconee County has experienced 1 notable hurricane/tropical storm from the time frame of 01/01/1970 thru 01/01/2021. A hurricane/tropical is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. This hurricane/tropical storm caused 0.00 injuries to county residents and 0.00 fatalities. This hurricane/tropical storm caused a collective \$373,901.11 in property damage and \$3,379.01 in crop damage, adjusted for 2020 inflation.

Table 5.10.11: Oconee County Notable Hurricanes/Tropical Storm from 1/1/1970- 1/1/2021

SHELDUS
Query results

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
8/24/1995	Hurricane/ Tropical Storm	3,379.01	0.00	0.00	373,901.11
Total		3,739.01	0.00	0.00	373,901.11

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Hurricane Probability and Vulnerability

Oconee County: Probability of a Hurricane/Tropical Storm

County	Number of Events	Years	Recurrence Intervals (years)	Hazard Frequency (% change/year)
Oconee	1	55	55	2%

Vulnerability

Oconee County

Overall, Oconee County has a very low-level vulnerability to hurricanes, primarily due to it being far inland. The probability of hurricane effects in Oconee County is 2% for any given year. While Oconee County is far inland for hurricanes to strike, it is clear from examining past events that hurricane effects do have the potential to do damage within the County. Since hurricane effects may be experienced randomly throughout the county, one jurisdiction has the same chance of this hazard as the rest of the county and its municipalities. Thus, each municipality has the same vulnerability as the County.

Recommendation

Early warnings are possibly the best hope for residents when hurricanes strike. Citizens must immediately be aware when a community will be facing a hurricane incident. Communities that do not already possess warning systems should plan to purchase a system. Storm shelters are another important means of mitigating the effects of hurricane events. A community-wide shelter program should be considered for residents who may not have adequate shelter in their homes. Residents should also be encouraged to build their own storm shelters to prepare for emergencies. Local governments should encourage residents to purchase weather radios to ensure that everyone has sufficient access to information in times of severe weather.

Probability of Future Occurrences

Given the inland location of the Anderson and Oconee Counties, it is more likely to be affected by remnants of hurricane and tropical storm systems (as opposed to a major hurricane) which may result in flooding or high winds. The probability of being impacted is less than coastal areas but still remains a real threat to Anderson County due to induced events like flooding. Based on historical evidence, the probability level of future occurrence is “likely” (between 10 and 100 percent annual probability). Given the regional nature of the hazard, all areas in the county are equally exposed to this hazard. When the county is impacted, the damage could be widespread, threatening lives and property throughout the planning area.²³ Furthermore, the Center for Climate and Energy Solutions indicates climate change is exacerbating the effects of hurricanes by increasing the intensity and decreasing the speed at which storm systems travel. While researchers are currently uncertain whether the United States will see a change in the number of annual hurricanes, it is certain that the intensity and severity of this hazard will continue to increase.²⁴

5.11 Earthquakes

Background

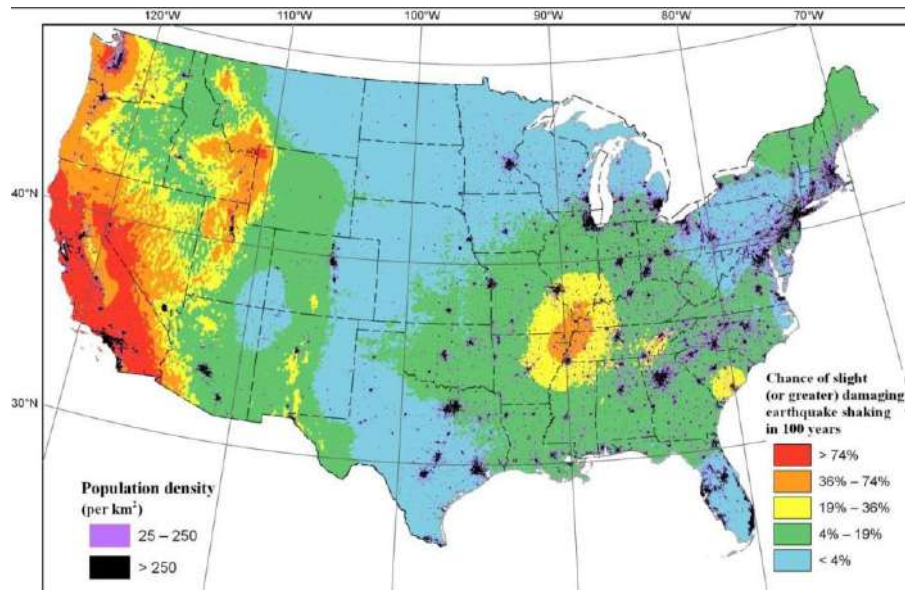
An earthquake is movement or trembling of the ground produced by sudden displacement of rock in the Earth's crust. Earthquakes result from crustal strain, volcanism, landslides, or the collapse of caverns. Earthquakes can affect hundreds of thousands of square miles, cause damage to property measured in the tens of billions of dollars, result in loss of life and injury to hundreds of thousands of persons and disrupt the social and economic functioning of the affected area.⁵⁶

Most property damage and earthquake-related deaths are caused by the failure and collapse of structures due to ground shaking. The level of damage depends upon the amplitude and duration of the shaking, which are directly related to the earthquake size, distance from the fault, site, and regional geology. Other damaging earthquake effects include landslides, the down-slope movement of soil and rock (mountain regions and along hillsides), and liquefaction, in which ground soil loses the ability to resist shear and flows much like quicksand. In the case of liquefaction, anything relying on the substrata for support can shift, tilt, rupture, or collapse.⁵⁷

Most earthquakes are caused by the release of stresses accumulated as a result of the rupture of rocks along opposing fault planes in the Earth's outer crust. These fault planes are typically found along borders of the Earth's 10 tectonic plates. The areas of greatest tectonic instability occur at the perimeters of the slowly moving plates as these locations are subjected to the greatest strains from plates traveling in opposite directions and at different speeds. Deformation along plate boundaries causes strain in the rock and the consequent buildup of stored energy. When the built-up stress exceeds the rock's strength a rupture occurs. The rock on both sides of the fracture is snapped, releasing the stored energy, and producing seismic waves, generating an earthquake.

The greatest earthquake threat in the United States is along tectonic plate boundaries and seismic fault lines located in the central and western states; however, the Eastern United State does face moderate risk to less frequent, less intense earthquake events. **Figure 5.11.1** shows relative seismic risk for the United States.

FIGURE 5.11.1: UNITED STATES EARTHQUAKE HAZARD MAP



Earthquakes are measured in terms of their magnitude and intensity. Magnitude is measured using the Richter Scale, an open-ended logarithmic scale that describes the energy release of an earthquake through a measure of shock wave amplitude (Table 5.11.2). Each unit increase in magnitude on the Richter Scale corresponds to a 10-fold increase in wave amplitude or a 32-fold increase in energy. Intensity is most commonly measured using the Modified Mercalli Intensity (MMI) Scale based on direct and indirect measurements of seismic effects. The scale levels are typically described using roman numerals, ranging from “I” corresponding to imperceptible (instrumental) events to “XII” for catastrophic (total destruction). A detailed description of the Modified Mercalli Intensity Scale of earthquake intensity and its correspondence to the Richter Scale is given in Table 5.11.3.

TABLE 5.11.2: RICHTER SCALE

RICHTER MAGNITUDES	EARTHQUAKE EFFECTS
< 3.5	Generally, not felt but recorded.
3.5 - 5.4	Often felt, but rarely causes damage.
5.4 - 6.0	At most slight damage to well-designed buildings. Can cause major damage to poorly constructed buildings over small regions.
6.1 - 6.9	Can be destructive in areas up to about 100 kilometers across where people live.
7.0 - 7.9	Major earthquake. Can cause serious damage over larger areas.
8 or >	Great earthquake. Can cause serious damage in areas several hundred kilometers across.

Source: Federal Emergency Management Agency

TABLE 5.11.3: MODIFIED MERCALLI INTENSITY SCALE FOR EARTHQUAKES

SCALE	INTENSITY	DESCRIPTION OF EFFECTS	CORRESPONDING RICHTER SCALE MAGNITUDE
I	INSTRUMENTAL	Detected only on seismographs.	
II	FEEBLE	Some people feel it.	< 4.2
III	SLIGHT	Felt by people resting; like a truck rumbling by.	
IV	MODERATE	Felt by people walking.	
V	SLIGHTLY STRONG	Sleepers awake; church bells ring.	< 4.8
VI	STRONG	Trees sway; suspended objects swing, objects fall off shelves.	< 5.4
VII	VERY STRONG	Mild alarm; walls crack; plaster falls.	< 6.1
VIII	DESTRUCTIVE	Moving cars uncontrollable; masonry fractures, poorly constructed buildings damaged.	
IX	RUINOUS	Some houses collapse; ground cracks; pipes break open.	< 6.9
X	DISASTROUS	Ground cracks profusely; many buildings destroyed; liquefaction and landslides widespread.	< 7.3
XI	VERY DISASTROUS	Most buildings and bridges collapse; roads, railways, pipes, and cables destroyed; general triggering of other hazards.	< 8.1
XII	CATASTROPHIC	Total destruction; trees fall; ground rises and falls in waves.	> 8.1

Source: Federal Emergency Management Agency

Earthquake Risk Analysis

In data compiled by FEMA, via the National Risk Index, Anderson County has a relatively low risk of earthquakes, and an expected annual loss of \$1.4M as shown in Figure 5.11.3 Oconee County also has a relatively low risk of wildfires, and an expected annual loss of \$0.53M as shown in Figure 5.11.4.

Figure 5.11.3 Anderson County Risk Analysis

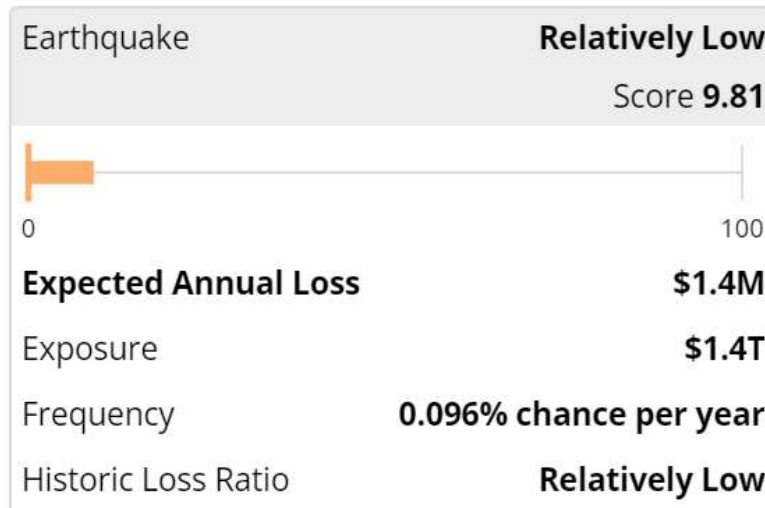
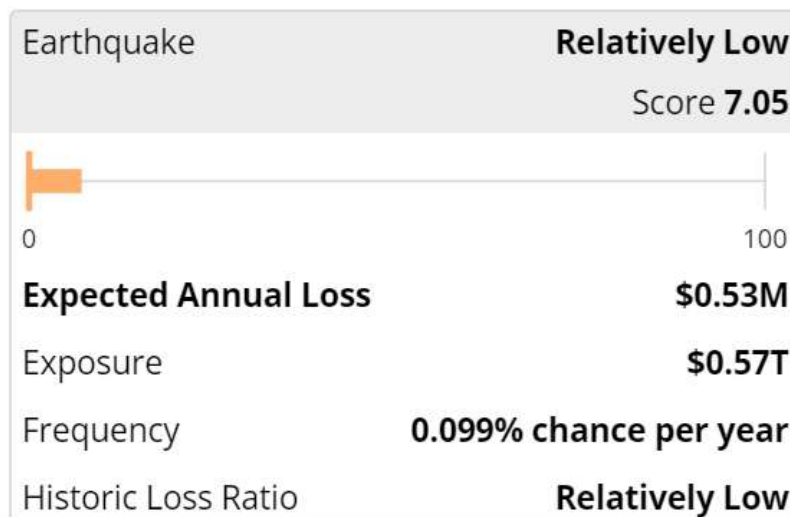


Figure 5.11.4 Oconee County Risk Analysis

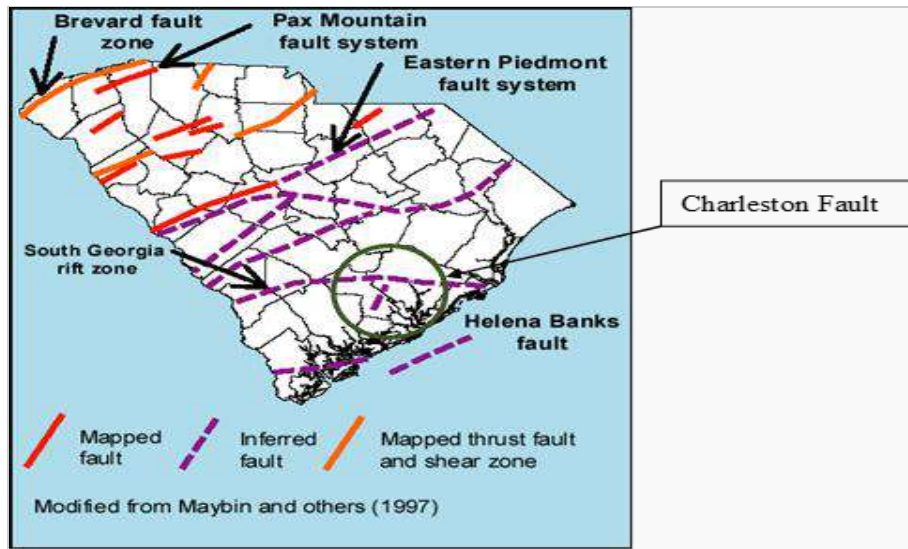


Location and Spatial Extent

Figure 5.11.4 shows the fault lines in South Carolina. The Charleston Fault, located near the southern coast, is the greatest threat to the state. This fault has generated an earthquake measuring greater than 8 on the Richter Scale in the last 200 years.⁵⁸

⁵⁸ <https://www.scmd.org/media/1055/eq-printer-friendly.pdf>

FIGURE 5.11.4: GEOLOGICAL AND SEISMIC INFORMATION FOR SOUTH CAROLINA



Source: South Carolina Geological Survey

⁵⁹ <https://www.dnr.sc.gov/geology/pdfs/Publications/GGMS/GGMS4.pdf>

Historical Data

Anderson County

Extent

Considering the frequency and intensity of Earthquake events in Anderson County; the future predictability frequency and intensity of Earthquake events is low as the entire county is equally susceptible to Earthquake events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 0 days and 0 event days causing property damage ranging from 0 dollars in damage for a total of 0 dollars in property damage, with 0 deaths and 0 injuries.

Anderson County has experienced no notable earthquakes from the time frame of 01/01/1970 thru 01/01/2021. An earthquake is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. Earthquakes have caused 0.00 injuries to county residents and 0.00 fatalities. Additionally, earthquakes have caused no property or crop damage.

Table 6.3.9-3: Anderson County Notable Earthquakes from 1/1/1970- 1/1/2021***SHELDUS***
Query results

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
Total		0.00	0.00	0.00	0.00

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Oconee County
Extent

Considering the frequency and intensity of Earthquake events in Oconee County; the future predictability frequency and intensity of Earthquake events is low as the entire county is equally susceptible to Earthquake events and likely to cause low crop damage, property damage and or death and injury as shown in past occurrences over the past 70+ years with the number of event days being 0 days and 0 event days causing property damage ranging from 0 dollars in damage for a total of 0 dollars in property damage, with 0 deaths and 0 injuries.

Oconee County has experienced no notable earthquakes from the time frame of 01/01/1970 thru 01/01/2021. An earthquake is considered notable when it causes at or greater than \$50,000 in combined property and crop damages. Earthquakes have caused 0.00 injuries to county residents and 0.00 fatalities. Additionally, earthquakes have caused no property or crop damage.

Table 6.3.9-6: Oconee County Notable Earthquakes from 1/1/1970- 1/1/2021***SHELDUS***
Query results

Date	Hazard	Crop Damage (ADJ)	Fatalities	Injuries	Property Damage (ADJ)
Total	Earthquake	0.00	0.00	0.00	0.00

Source: Spatial Hazard Event and Losses Database (SHELDUS) for the United States. Arizona State University

Historical Occurrences

Significant earthquakes are determined by a combination of magnitude, community reports, and the PAGER alert level. Events that reach the level of “significant” based on the US Geological Survey’s formula appears on the USGS database list.



These are the only occurrences listed for Anderson and Oconee Counties. None of these meet the “significant” threshold set by USGS as stated above.

Magnitude	Location	Date	Depth
3.0	9 km SSE of Salem, SC	2/13/1986	3.7 km
3.7	4 km N of Salem, SC	8/26/1979	2.0 km
2.8	2 km N of Seneca, SC	1/19/19791	1.0 km
3.2	2 km SE of Salem, SC	11/25/75	5.0 km
3.7	5 km E of West Union, SC	7/13/71	No data

Source: <https://earthquake.usgs.gov/earthquakes/map/> 1900-2023 Entire upstate region

Two significant earthquakes are known to have occurred in South Carolina, according to the South Carolina Geological Survey. The first and most severe was the Charleston Earthquake of 1886. The epicenter was near Charleston, South Carolina and the magnitude was an estimated 7.6. Nearly 60 people died, and damage was extensive. The South Carolina Geological Survey also reports an earthquake in Union County. In January 1913, the county experienced a strong, magnitude 5.5 earthquake. However, damage was minimal.

More recently, areas around Lugoff and Elgin, South Carolina have experienced a high frequency of small magnitude earthquakes known as an earthquake swarm. More than 56 earthquakes have been reported in the Interstate 20 corridor between Elgin and Lugoff between December 2021 and July 2022. The largest earthquakes in this swarm had magnitudes between 3.3 and 3.6.⁶¹

Due to the location of faults within the state, most earthquake events occur near Columbia, South Carolina, or further east. The National Geophysical Data Center also provides historical earthquake information from 1638 to 1985. Their database returned no significant incidents in Anderson County.

Probability of Future Occurrences

Overall Anderson and Oconee Counties have a very low-level vulnerability to earthquakes. The probability of one or more earthquake epicenters to originate in both counties is near 0%. The counties have not experienced any earthquakes that have resulted in significant damage. Overall, when taking into consideration the very low probability of earthquakes in Anderson and Oconee Counties, both have a very low-level vulnerability to this hazard.

Impacts from climate change are not expected to change the probability of earthquakes effecting Anderson and Oconee Counties. One climate related variable that effects seismic activity is changing stress loads on faults due to increased surface water in the form of rain and snow. However, fault stressing from surface water changes primarily correlates with micro seismicity, or tiny earthquakes with magnitudes less than 0 on the Modified Mercalli Intensity scale.

Recommendation

Local governments should encourage residents to purchase earthquake hazard insurance. Local governments should consider establishing structurally sound emergency shelters in several parts of the county. The community would also benefit from an education program to inform citizens and developers of the causes and likely locations and dangers of earthquakes.

5.12 Conclusions

CONCLUSIONS ON HAZARD RISK

The hazard profiles presented in this section were developed using best available data, (NCEI event reports, NOAA Storm Prediction Center GIS storm data, FEMA NFIP data, and EPA Toxic Release Inventory information) and result in what may be considered principally a qualitative assessment as recommended by FEMA in its “How-to” guidance document titled *Understanding Your Risks: Identifying Hazards and Estimating Losses* (FEMA Publication 386-2). It relies heavily on historical and anecdotal data, stakeholder input, and professional and experienced judgment regarding observed and/or anticipated hazard impacts. It also carefully considers the findings in other relevant plans, studies, and technical reports.

5.13 Final Determinations and Recommendations

The conclusions drawn from the hazard profiling process for Anderson and Oconee Counties, including the input from the Anderson County Hazard Mitigation Planning Team, resulted in the classification of risk for each identified hazard according to three categories: High Risk, Moderate Risk, and Low Risk (**Table 5.13.1 and 5.13.2**). For purposes of these classifications, risk is expressed in relative terms according to the estimated impact that a hazard will have on human life and property throughout all of Anderson County. A more quantitative analysis to estimate potential dollar losses for each hazard has been performed separately and is described in *Section 6: Vulnerability Assessment*. It should be noted that although some hazards are classified below as posing low risk, their occurrence of varying or unprecedented magnitudes are still possible in some cases and their assigned classification will continue to be evaluated during plan updates.

TABLE 5.13.1: CONCLUSIONS ON HAZARD RISK FOR ANDERSON COUNTY

SECTION 5: HAZARD PROFILES

HIGH RISK	<p>Winter Storm and Freeze Severe Thunderstorm/High Wind Tornado Lightning</p>
MODERATE RISK	<p>Drought Flood Wildfire Hailstorm Heat Wave/Extreme Heat</p>
LOW RISK	<p>Earthquake Hurricane/Tropical Storm</p>

TABLE 5.13.2: CONCLUSIONS ON HAZARD RISK FOR OCONEE COUNTY

HIGH RISK	<p>Winter Weather and Ice Tornado/High Wind Lightning/Thunderstorms</p>
MODERATE RISK	<p>Hail Drought Flood Wildfire Hailstorm Heat Wave/Extreme Heat</p>
LOW RISK	<p>Earthquake Hurricane/Tropical Storm</p>

SECTION 6

VULNERABILITY ASSESSMENT

This section identifies and quantifies the vulnerability of the jurisdictions within Anderson & Oconee County to the significant hazards identified in the previous sections (Section 4: *Hazard Identification and* Section 5: *Hazard Profiles*). It consists of the following subsections:

- ❖ 6.1 Overview
- ❖ 6.2 Methodology
- ❖ 6.3 Explanation of Data Sources
- ❖ 6.4 Asset Inventory
- ❖ 6.5 Vulnerability Assessment Results
- ❖ 6.6 Conclusions on Hazard Vulnerability
- ❖ 6.7 At-Risk Critical Facilities

44 CFR Requirement

44 CFR Part 201.6(c)(2)(ii): The risk assessment shall include a description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. The description shall include an overall summary of each hazard and its impact on the community. The plan should describe vulnerability in terms of: (A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas; (B) An estimate of the potential losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate; (C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

6.1 OVERVIEW

This section builds upon the information provided in Section 4: *Hazard Identification* and Section 5: *Hazard Profiles* by identifying and characterizing an inventory of assets in both Anderson and Oconee Counties. In addition, the potential impact and expected amount of damages caused to these assets by each identified hazard event is assessed. The primary objective of the vulnerability assessment is to quantify exposure and the potential loss estimates for each hazard. In doing so, Anderson County, Oconee County, and the participating jurisdictions may better understand their unique risks to identified hazards and be better prepared to evaluate and prioritize specific hazard mitigation actions.

6.2 Methodology

Various national, regional and local sources were used to identify and classify different hazards for Anderson and Oconee Counties. The criteria used were the data compiled by SHELDUS which gives historical data. The FEMA National Risk Index data is calculated on historical data as shown in each Hazard-specific section. Here is a review of the methodology used:

The impact/extent of damage is derived primarily from utilizing calculations from the University of South Carolina Hazards & Vulnerability Research Institute Department of Geography Spatial Hazard Event Loss Dataset for the US (SHELDUS) information which originally contained only those events that generated greater than \$50,000 in combined crop and property damage. This damage assessment is countywide regardless of municipal boundaries. Damage in less severe degrees may have occurred throughout the county and its municipalities affecting each municipality in varying degrees depending on the severity of the hazard and time of year. The full list of events, regardless of dollar amount, can be found on the University of South Carolina Hazards & Vulnerability Research Institute's SHELDUS website.

During the 2023 HMP update FEMA National Risk (NRI) was utilized for each hazard. Risk index analysis statistics were provided by FEMA and placed into corresponding sections. Risk Index scores are calculated by FEMA using an equation that combines scores for Expected Annual Loss due to natural hazards, Social Vulnerability and Community Resilience:

$$\begin{aligned} &\text{Expected Annual Loss} \\ &\times \text{Social Vulnerability} \\ &\div \text{Community Resilience} \\ &= \text{Risk Index} \end{aligned}$$

The following data are summaries to help evaluate the risk of each natural hazard identified for Anderson and Oconee Counties from the FEMA National Risk Index. Examining compiled data helps to prioritize efforts and dollars to mitigate these hazards.

6.3 EXPLANATION OF DATA SOURCES

All hazard probabilities were determined by the SC SHELDUS database. This methodology bases determinations on historic records to determine probability of future occurrences.

All census information was pulled from the U.S. Census Bureau. All critical facility information was provided by the participating counties and municipalities.

6.4 Asset Inventory

An inventory of geo-referenced assets within Anderson County, Oconee County, and their jurisdictions was compiled in order to identify and characterize properties potentially at risk to the identified hazards.² By understanding the type and number of assets that exist and where they are located in relation to known hazard areas, the relative risk and vulnerability for such assets can be assessed. Under this assessment, two categories of physical assets were created and then further assessed through GIS analysis. These are presented below in Section 6.4.1.

6.4.1 Physical and Improved Assets

The two categories of physical assets consist of:

1. **Improved Property:** Includes all land upon which a residential, commercial, or other building has been built in Anderson & Oconee County according to local parcel data provided by the county. The information has been expressed in terms of the number of parcels and total assessed value of improvements (buildings) that may be exposed to the identified hazards.
2. **Critical Facilities:** Critical facilities vary by jurisdiction and the critical facilities provided by each jurisdiction are utilized in this section.

It should be noted that this list is not all-inclusive for assets located in the county, and it is anticipated that it may be expanded or adjusted during future plan updates as more geo-referenced data becomes available for use in GIS analysis.

The following tables provide a detailed listing of the geo-referenced assets that have been identified for inclusion in the vulnerability assessment for Anderson County.

Table 6.1A lists the number of parcels, the number of improved parcels, and the total assessed value of improved parcels for participating areas of Anderson County (study area of vulnerability assessment).

TABLE 6.1A: IMPROVED PROPERTY IN ANDERSON COUNTY

Location	Number of Parcels	Number of Improved Parcels	Total Assessed Value of Improved Parcels
Anderson County	124,175	83,201	\$20,071,636,714

Source: Anderson County GIS Department

Table 6.1B lists the number of parcels, the number of improved parcels, and the total assessed value of improved parcels for participating areas of Oconee County (study area of vulnerability assessment).³

TABLE 6.1B: IMPROVED PROPERTY IN OCONEE COUNTY

Location	Number of Parcels	Number of Improved Parcels	Total Assessed Value of Improved Parcels
Oconee County	66,030	38,056	\$10,730,961,142

Source: Oconee County GIS Department

Table 6.2A lists the critical facilities located in Anderson County and categorized by type. These facilities were identified as primary critical facilities in that they are necessary to maintain government functions and protect the life, health, safety, and welfare of citizens. These facilities were geospatially mapped and used as the basis for further geographic analysis of the hazards that could potentially affect critical facilities. All critical facility information has been provided by the Anderson County GIS department.

TABLE 6.2A: EMERGENCY SERVICES CRITICAL FACILITY INVENTORY IN ANDERSON COUNTY

Location	Emergency Operations Centers	Fire Stations	Medical Care Facilities	Emergency Medical Service (EMS)	Local Law Enforcement	Schools
Anderson	1	3	2	1	1	24
Belton	1	1	0	0	1	5
Honea Path	1	1	0	1	1	2
Iva	1	1	0	1	1	2
Pelzer	1	1	0	1	1	0
Pendleton	1	1	0	1	1	5
Starr	1	1	0	1	1	2
West Pelzer	1	1	0	1	1	3
Williamston	1	1	0	1	1	3

Source: Anderson County GIS Department, Homeland Infrastructure Foundation-Level Data.

Table 6.2B lists the critical facilities located in Oconee County and categorized by type. These facilities were identified as primary critical facilities in that they are necessary to maintain government functions and protect the life, health, safety, and welfare of citizens. These facilities were geospatially mapped and used as the basis for further geographic analysis of the hazards that could potentially affect critical facilities. All critical facility information has been provided by the Oconee County GIS department.

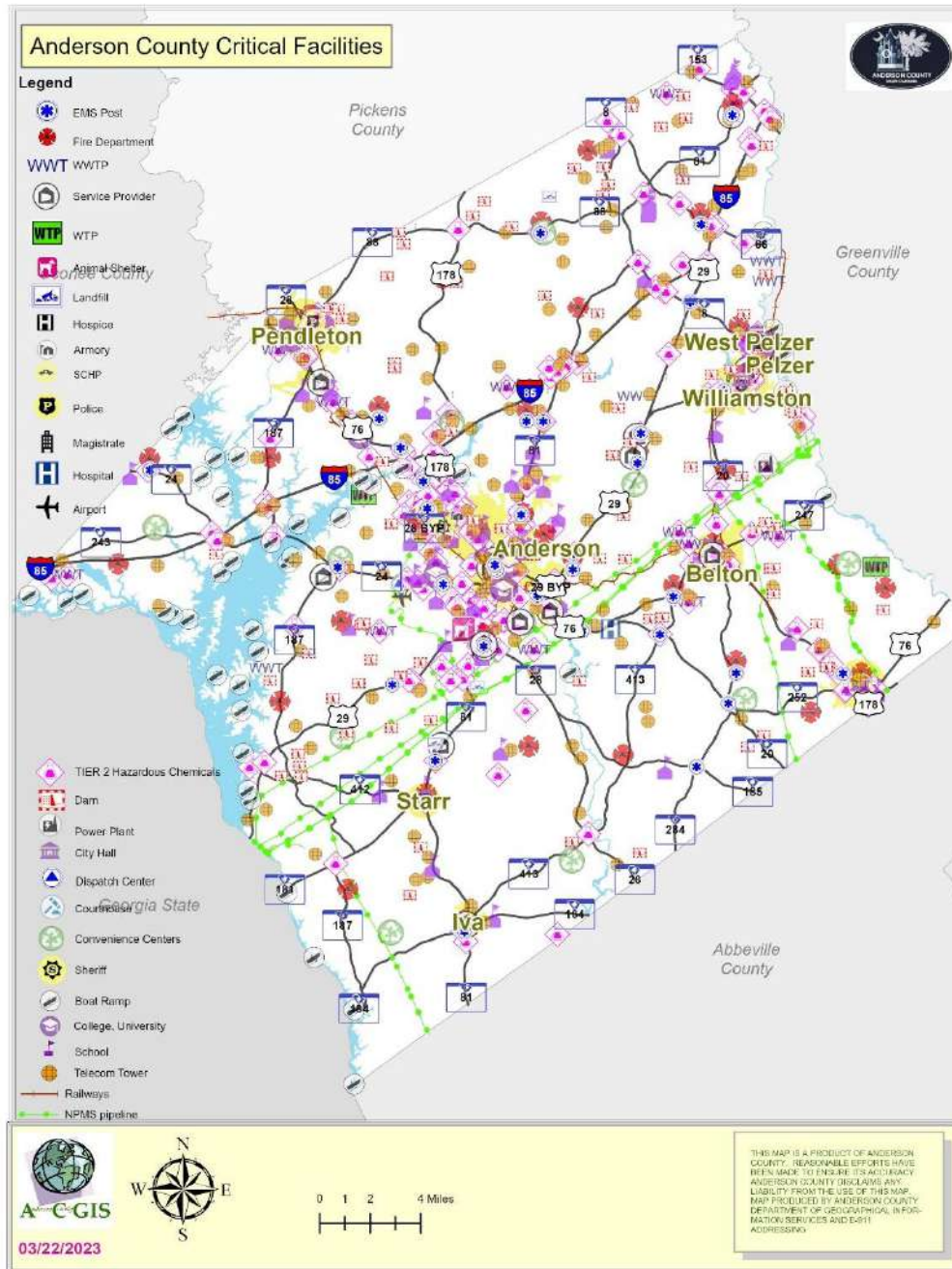
In addition, **Figure 6.2A and 6.2B** shows the locations of the primary critical facilities in the two Counties. **Table 6.16**, at the end of this section, shows a complete list of the critical facilities by name as well as the hazards that affect each facility. As noted previously, this list is not all-inclusive and only includes information provided by local governments.

TABLE 6.2B: EMERGENCY SERVICES CRITICAL FACILITY INVENTORY IN OCONEE COUNTY

Location	Emergency Operations Centers	Fire Stations	Medical Care Facilities	Emergency Medical Service (EMS)	Local Law Enforcement	Schools
Salem	0	1	0	1	1	0
Seneca	1	1	1	1	1	6
Wahalla	1	0	0	1	1	3
West Union	1	1	0	1	1	1
Westminster	1	1	0	1	1	5

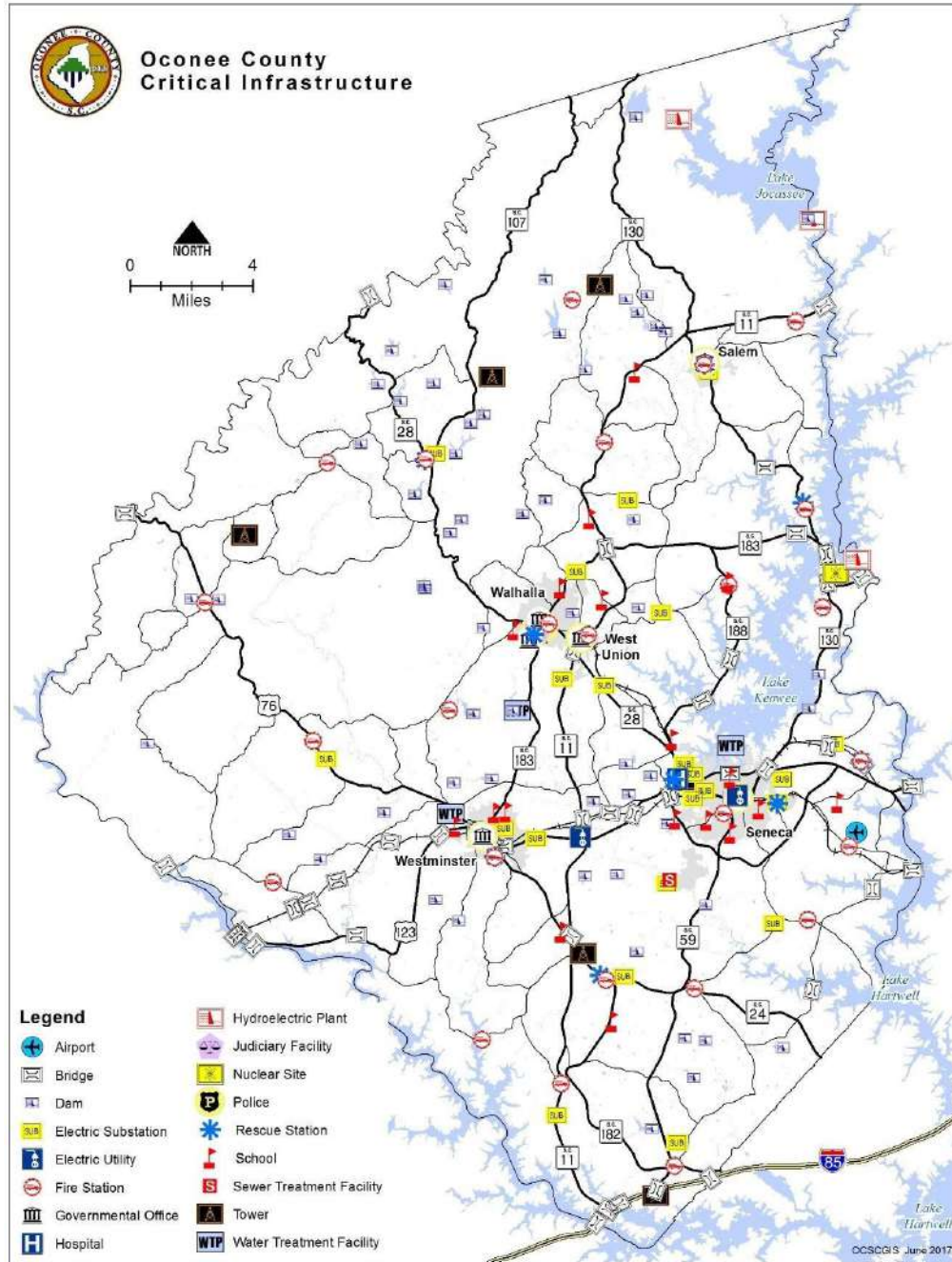
Source: Oconee County GIS Department, Homeland Infrastructure Foundation-Level Data.

FIGURE 6.2: EMERGENCY SERVICES AND CRITICAL FACILITIES IN ANDERSON COUNTY



Source: Anderson County GIS Department and Homeland Infrastructure Foundation Level Data

FIGURE 6.2: EMERGENCY SERVICES AND CRITICAL FACILITIES IN OCONEE COUNTY



Source: Oconee County GIS Department and Homeland Infrastructure Foundation Level Data

6.4.2 Social Vulnerability

In addition to identifying those assets potentially at risk to identified hazards, it is important to identify and assess segments of the resident population in Anderson County that are potentially at risk to these hazards.

The total population in Anderson County according to Census data is 203,718 persons. The total population in Oconee County according to Census data is 79,203 persons. **Tables 6.3A and 6.3B** lists the population by jurisdiction recorded in the 2020 U.S. Census. Additional population estimates are presented in Section 3: *Community Profile*.

TABLE 6.3A: TOTAL POPULATION IN ANDERSON COUNTY

Location	Total 2020 Population
City of Anderson	29,284
Belton	4,320
Honea Path	3,659
Iva	1,253
Pendleton	3,447
Pelzer	1,335
Starr	149
West Pelzer	1,136
Williamston	4,047
Unincorporated Areas	155,088
ANDERSON COUNTY TOTAL	203,718

Source: United States Census Bureau, 2020 Census

TABLE 6.3B: TOTAL POPULATION IN OCONEE COUNTY

Location	Total 2020 Population
Salem	120
Seneca	8,900
Wahalla	4095
West Union	377
Westminster	2363
Unincorporated Areas	63,348
OCONEE COUNTY TOTALS	79,203

Source: United States Census Bureau, 2020 Census

In addition, **Figure 6.3** illustrates the population density by census tract as it was reported by the 2020 U.S. Census.

6.5 Vulnerability Assessment Results

ANDERSON COUNTY, SC

Risk Index is Relatively Low



The Risk Index rating is **Relatively Low** for Anderson County, SC when compared to the rest of the U.S.

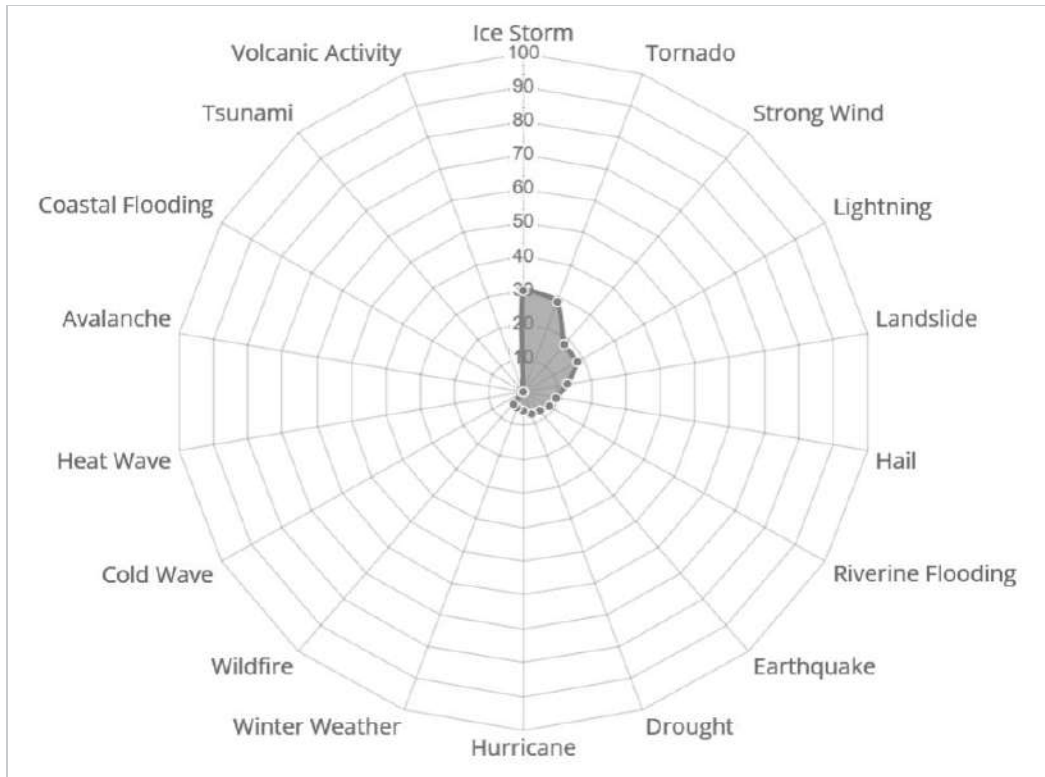
76.7% of U.S. counties have a lower Risk Index.

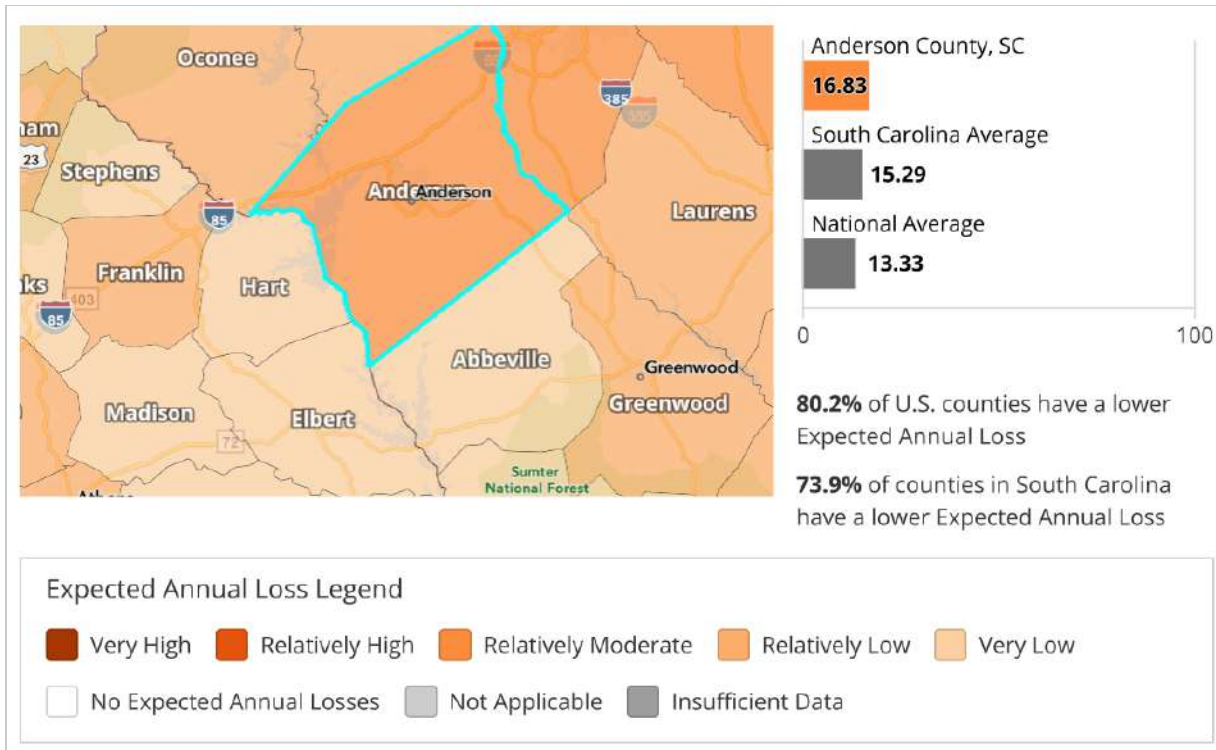
56.5% of counties in South Carolina have a lower Risk Index.

Anderson County Hazard Type Risk Index

Hazard type Risk Index scores are calculated using data for only a single hazard type, and reflect a community's relative risk for only that hazard type.

HAZARD TYPE	RISK INDEX RATING	RISK INDEX SCORE (0-100)
Tornado/High Winds	Relatively High	28.59
Lightning/Thunderstorms	Relatively Moderate	18.06
Hail/Thunderstorms	Relatively Low	9.54
Riverine Flooding	Relatively Low	8.82
Earthquake	Relatively Low	7.54
Drought/Heatwave	Relatively Low	6.75
Hurricane	Relatively Low	5.40
Winter Storms	Very Low	4.93
Wildfire	Very Low	4.63





Expected Annual Loss

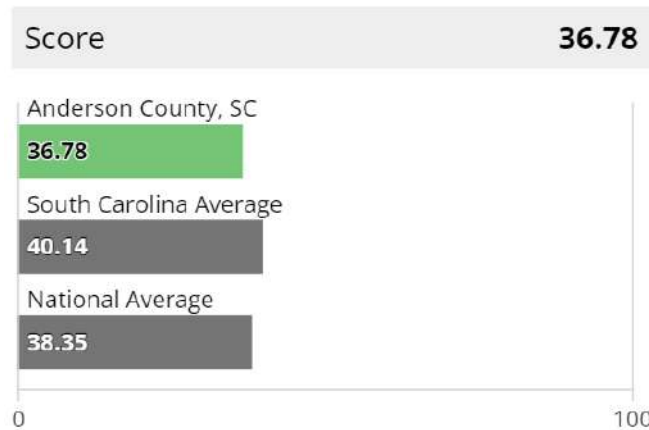
HAZARD TYPE	EXPECTED ANNUAL LOSS RATING	EXPECTED ANNUAL LOSS SCORE (0-100)
Winter Storms	Relatively Moderate	26.4
Lightning/Thunderstorms	Relatively Moderate	25.9
Tornado/High Winds	Relatively Moderate	22.82
Drought/Heatwave	Relatively Moderate	14.84
Hail/Thunderstorms	Relatively Low	13.79
Hurricane	Relatively Low	8.20
Riverine Flooding	Relatively Low	7.51
Earthquake	Relatively Low	7.05
Wildfires	Very Low	3.80

SECTION 6: VULNERABILITY ASSESSMENT

Composite Expected Annual Loss		\$8,807,792.72	
Building Value	\$4,528,182.36	Population	0.53 fatalities
Population Equivalence	\$4,035,435.52	Agriculture Value	\$244,174.84

HAZARD TYPE	TOTAL	BUILDING VALUE	AGRICULTURAL VALUE
Tornado/High Winds	\$4,610,069	\$1,960,161	\$1,822
Earthquake	\$1,377,134	\$1,264,224	N/A
Riverine Flooding	\$482,806	\$73,595	\$23,879
Lightning/ Thunderstorms	\$244,239	\$81,558	N/A
Hurricane	\$115,291	\$24,028	\$80,195
Drought/Heatwave	\$91,965	N/A	\$91,965
Wildfires	\$22,065	\$21,858	\$8

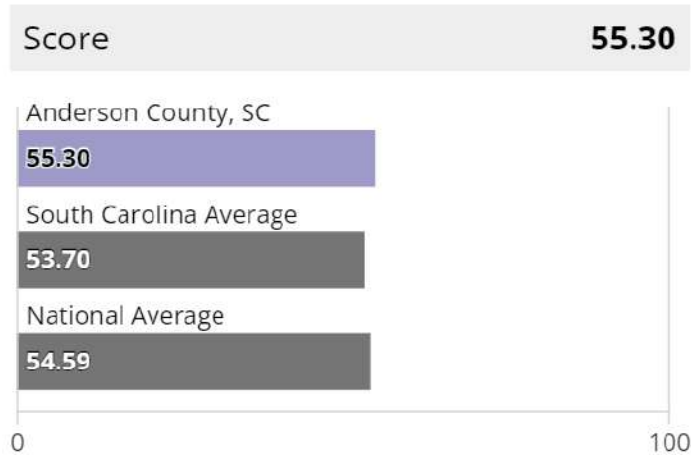
Social Vulnerability is Relatively Moderate



Social groups in **Anderson County, SC** have a **Relatively Moderate** susceptibility to the adverse impacts of natural hazards when compared to the rest of the U.S.

43.5% of U.S. counties have a lower Social Vulnerability
28.2% of counties in South Carolina have a lower Social Vulnerability

Community Resilience is Relatively Moderate



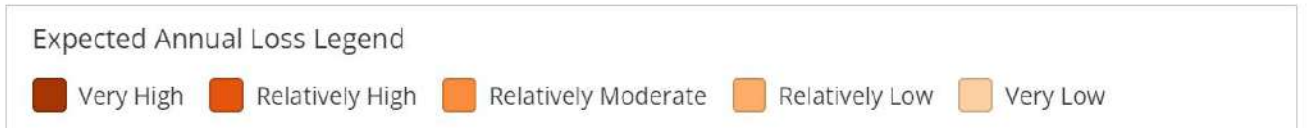
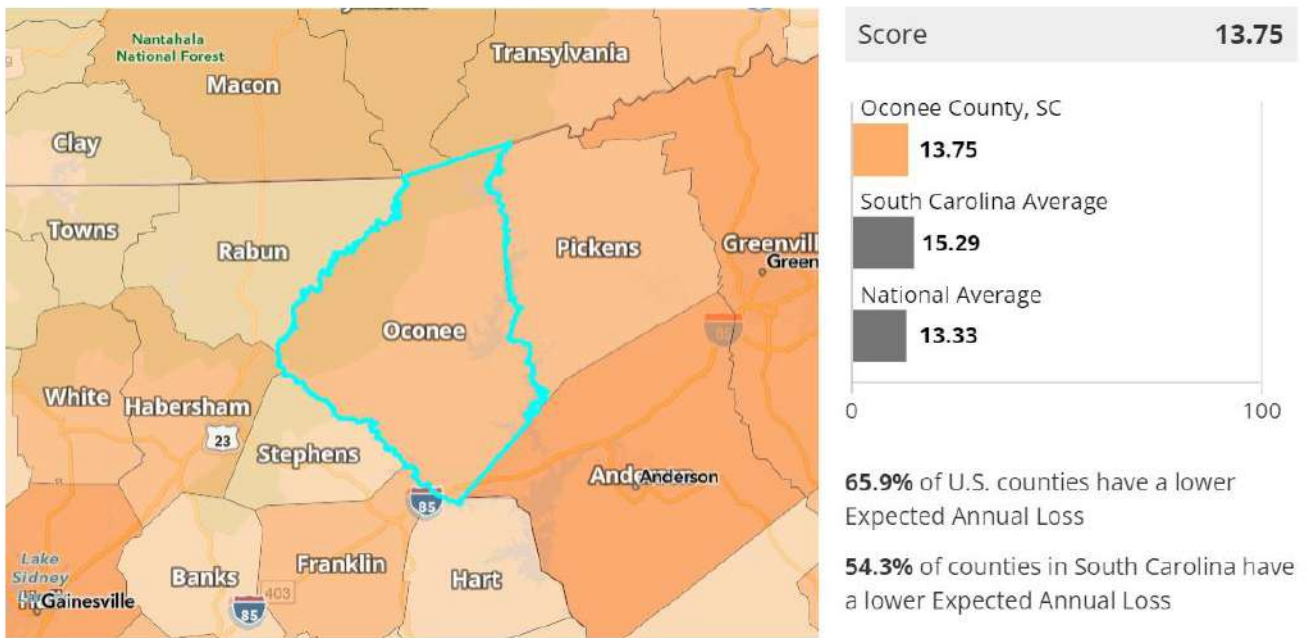
Communities in **Anderson County, SC** have a **Relatively Moderate** ability to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions when compared to the rest of the U.S.

41.5% of U.S. counties have a higher Community Resilience

19.6% of counties in South Carolina have a higher Community Resilience

Oconee County, South Carolina

In **Oconee County, SC**, expected loss each year due to natural hazards is **Relatively Low** when compared to the rest of the U.S.



The Risk Index rating is **Relatively Low** for Oconee County, SC when compared to the rest of the U.S.

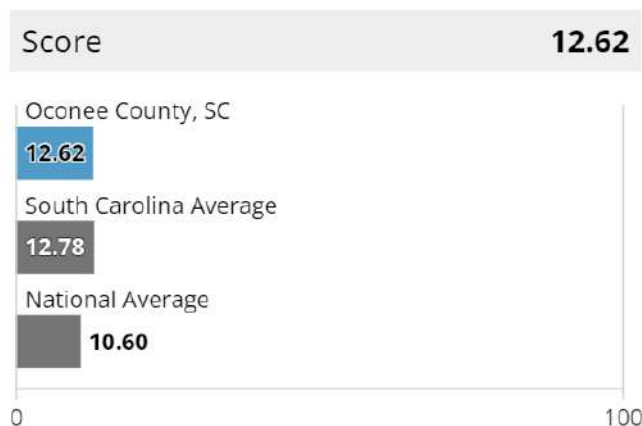
75.3% of U.S. counties have a lower Risk Index.

52.1% of counties in South Carolina have a lower Risk Index.

Oconee County Hazard Type Risk Index

Hazard type Risk Index scores are calculated using data for only a single hazard type, and reflect a community's relative risk for only that hazard type.

Risk Index is Relatively Low



The Risk Index rating is **Relatively Low** for Oconee County, SC when compared to the rest of the U.S.

75.3% of U.S. counties have a lower Risk Index.

52.1% of counties in South Carolina have a lower Risk Index.

Oconee County Hazard Type Risk Index

Hazard type Risk Index scores are calculated using data for only a single hazard type, and reflect a community's relative risk for only that hazard type.

HAZARD TYPE	RISK INDEX RATING	RISK INDEX SCORE (0-100)
Winter Storms	Relatively Moderate	26.2
Tornado/High Winds	Relatively Moderate	24.35
Lightning/Thunderstorms	Relatively Moderate	18.47
Drought/Heatwave	Relatively Moderate	16.57
Hail/Thunderstorms	Relatively Moderate	13.52
Hurricane	Relatively Low	8.75
Riverine Flooding	Relatively Low	8.02
Earthquake	Relatively Low	6.47
Wildfires	Very Low	4.06

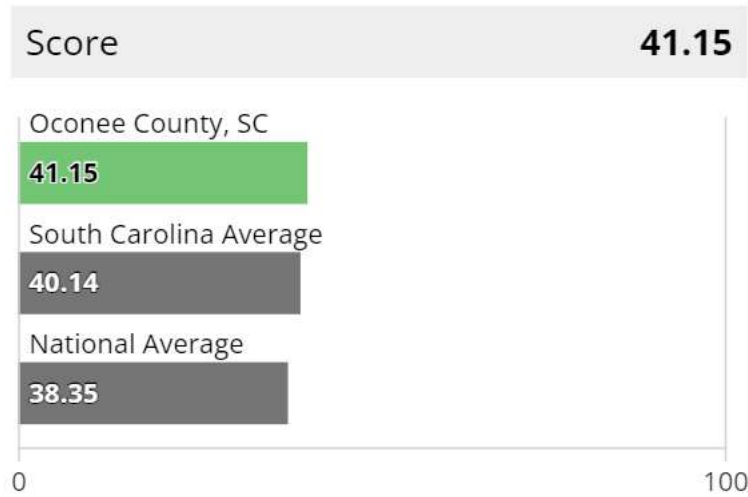
Expected Annual Loss

HAZARD TYPE	EXPECTED ANNUAL LOSS RATING	EXPECTED ANNUAL LOSS SCORE (0-100)
Winter Storms	Relatively Moderate	26.4
Lightning/Thunderstorms	Relatively Moderate	25.9
Tornado/High Winds	Relatively Moderate	22.82
Drought/Heatwave	Relatively Moderate	14.84
Hail/Thunderstorms	Relatively Low	13.79
Hurricane	Relatively Low	8.20
Riverine Flooding	Relatively Low	7.51
Earthquake	Relatively Low	7.05
Wildfires	Very Low	3.80

Composite Expected Annual Loss		\$5,122,368.52	
Building Value	\$2,113,155.22	Population	0.23 fatalities
Agriculture Value	\$1,241,852.35	Population Equivalence	\$1,767,360.96

HAZARD TYPE	TOTAL	BUILDING VALUE	AGRICULTURAL VALUE
Tornado/High Winds	\$1,674,768	\$670,946	\$3,549
Drought/Heatwave	\$797,523	N/A	\$797,523
Earthquake	\$526,464	\$489,684	N/A
Hurricane	\$287,532	\$7,847	\$275,796
Riverine Flooding	\$212,530	\$87,014	\$41,127
Hail/Thunderstorm	\$175,738	\$68,829	\$91,777
Lightning/ Thunderstorms	\$159,488	\$36,910	N/A
Winter Storms	\$118,458	\$248	\$673
Wildfires	\$87,023	\$8,616	\$21

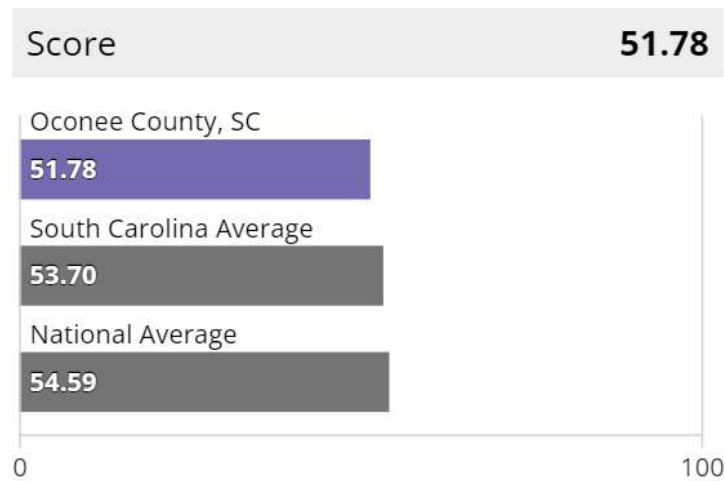
Social Vulnerability is Relatively Moderate



Social groups in **Oconee County, SC** have a **Relatively Moderate** susceptibility to the adverse impacts of natural hazards when compared to the rest of the U.S.

- 62.4% of U.S. counties have a lower Social Vulnerability
- 52.1% of counties in South Carolina have a lower Social Vulnerability

Community Resilience is Relatively Low

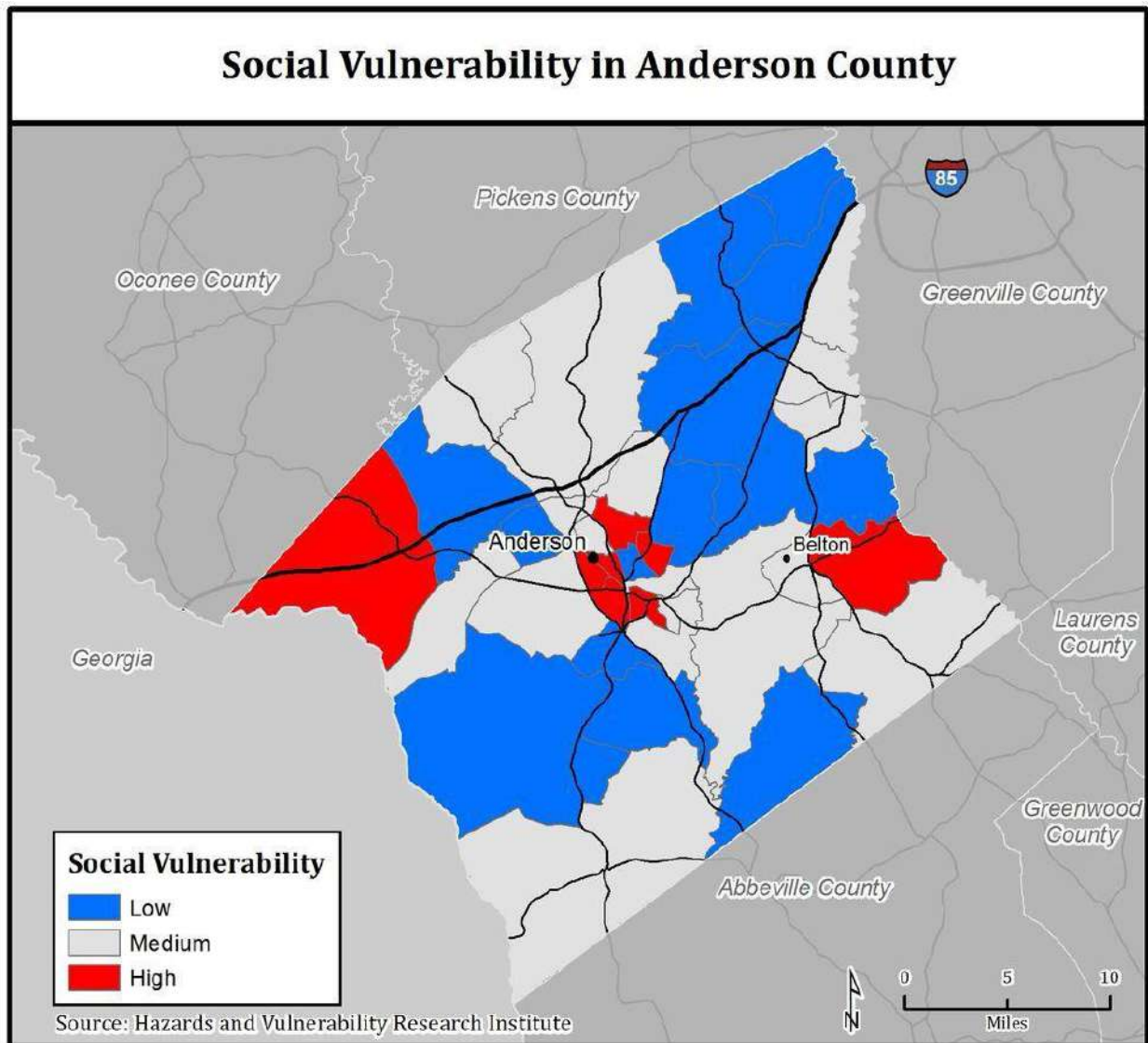


Communities in **Oconee County, SC** have a **Relatively Low** ability to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions when compared to the rest of the U.S.

83.3% of U.S. counties have a higher Community Resilience

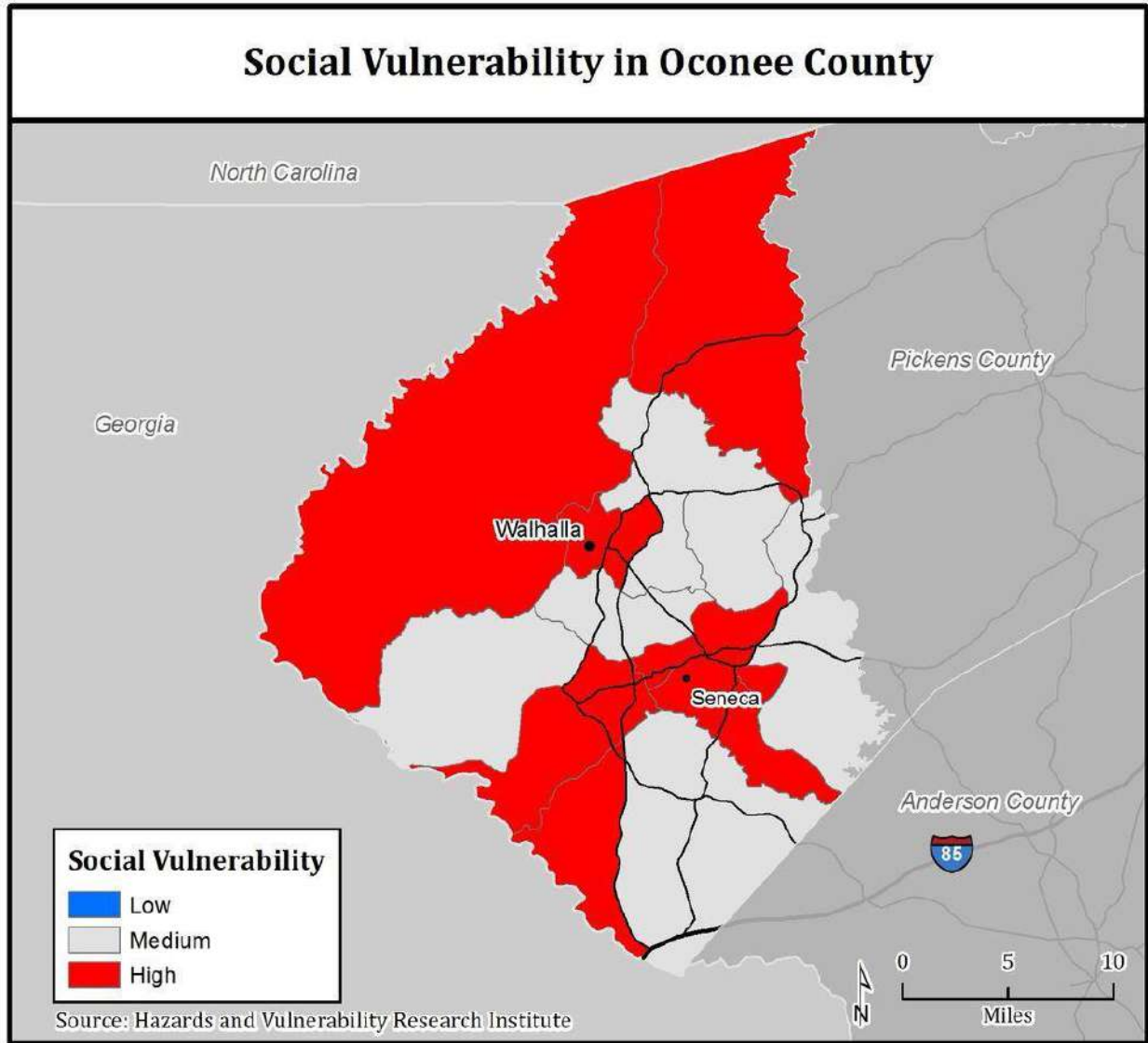
76.1% of counties in South Carolina have a higher Community Resilience

FIGURE 6.3: SOCIAL VULNERABILITY IN ANDERSON COUNTY



Source: Anderson County GIS

FIGURE 6.4: SOCIAL VULNERABILITY IN OCONEE COUNTY



6.5.1 Development Trends and Changes in Vulnerability

Since the previous hazard mitigation plans were approved, Anderson and Oconee County has experienced moderate growth and development. **Table 6.4** shows the number of building units constructed since 2014 according to the U.S. Census American Community Survey (ACS).

Table 6.5 shows population growth estimates for both counties and all municipalities from 2015 to 2020 based on the ACS five-year estimates.

TABLE 6.5: POPULATION GROWTH FOR ANDERSON & OCONEE COUNTIES

Jurisdiction	Population Estimates						% Change 2015-2020
	2015	2016	2017	2018	2019	2020	
Anderson	27,058	27,014	27,265	27,344	27,612	29,170	7.8%
Belton	4,284	4,324	4,374	4,411	4,451	4,348	1.49%
Honea Path	3,668	3,703	3,748	3,783	3,818	3,690	0.6%
Iva	1,274	1,287	1,303	1,316	1,327	1,124	-11.7%
Pendleton	3,132	3,169	3,211	3,244	3,280	3,499	1.11%
Pelzer	1,338	1,352	1,371	1,385	1,399	1,347	0.12%
Salem	146	147	149	151	151	119	-18.4%
Seneca	8,193	8,244	8,332	8,445	8,509	8,836	7.8%
Starr	182	185	188	188	190	165	-17%
Wahalla	4,255	4,281	4,326	4,366	4,434	4,069	-4.4%
Westminster	2,479	2,497	2,522	2,545	2,585	2,352	-5.12%
West Pelzer	907	916	929	935	944	967	6.6%
West Union	318	320	325	326	332	374	17.6%
Williamston	4,091	4,130	4,182	4,221	4,263	4,059	-0.78%

Source: United States Census Bureau, 2015, 2016, 2017, 2018, 2019, and 2020 American Community Survey 5-Year Estimates

Jurisdiction	Population Estimates						% Change 2015-2020
	2015	2016	2017	2018	2019	2020	
ANDERSON COUNTY TOTAL	193,806	195,672	198,255	200,209	202,424	204,353	5.44%
OCONEE COUNTY TOTAL	75,908	76,508	77,382	78,215	79,450	80,015	5.41%

Since the population has increased across both counties, there is now a greater number of people exposed to the identified hazards. Therefore, development and population growth have impacted the county's vulnerability since the previous local hazard mitigation plans were approved and there has been a slight increase in the overall vulnerability.

It is also important to note that as development increases in the future, greater populations and more structures and infrastructure will be exposed to potential hazards if development occurs in the floodplains, wildfire risk areas, or other identified hazard areas.

6.6 VULNERABILITY ASSESSMENT RESULTS

As noted earlier, only hazards with a specific geographic boundary, modeling tool, or sufficient historical data allow for further analysis. The results of this analysis are presented here. All other hazards are assumed to impact the entire planning region (drought, hailstorm, heat wave/extreme heat, lightning, severe thunderstorm/high wind, tornado, winter storm/freeze) or, due to lack of data, analysis would not lead to credible results (transportation incident). The total county exposure, and thus risk, was presented in **Table 6.1**.

The annualized loss estimate for all hazards is presented near the end of this section in **Table 6.15**. The hazards presented in these subsections include: hurricane/tropical storm winds, earthquake, flood, landslide, hazardous materials incident, and wildfire.

6.7 CONCLUSIONS ON HAZARD VULNERABILITY

The results of this vulnerability assessment are useful in at least three ways:

- ❖ Improving our understanding of the risk associated with the hazards in Anderson County & Oconee County through better understanding of the complexities and dynamics of risk, how levels of risk can be measured and compared, and the myriad of factors that influence risk. An understanding of these relationships is critical in making balanced and informed decisions on managing the risk.
- ❖ Providing a baseline for policy development and comparison of mitigation alternatives. The data used for this analysis presents a current picture of risk in Anderson County and Oconee County. Updating this risk "snapshot" with future data will enable comparison of the changes in risk with time. Baselines of this type can support the objective analysis of policy and program options for risk reduction in the region.
- ❖ Revealing the socio-economic dynamics that impact disaster recovery. Population growth (or decline), median income, racial demographics, and other factors all impact resilience and hazard mitigation needs.

SECTION 7

CAPABILITY ASSESSMENT

This section of the Plan discusses the capability of the jurisdictions in Anderson County and Oconee County to implement hazard mitigation activities. It consists of the following four subsections:

- ❖ 7.1 What is a Capability Assessment?
- ❖ 7.2 Conducting the Capability Assessment
- ❖ 7.3 Capability Assessment Findings
- ❖ 7.4 Conclusions on Local Capability

7.1 WHAT IS A CAPABILITY ASSESSMENT?

The purpose of conducting a capability assessment is to determine the ability of a local jurisdiction to implement a comprehensive mitigation strategy and to identify potential opportunities for establishing or enhancing specific mitigation policies, programs, or projects.¹ As in any planning process, it is important to try to establish which goals, objectives, and/or actions are feasible based on an understanding of the organizational capacity of those agencies or departments tasked with their implementation. A capability assessment helps to determine which mitigation actions are practical, and likely to be implemented over time, given a local government’s planning and regulatory framework, level of administrative and technical support, amount of fiscal resources, and current political climate.

A capability assessment has two primary components: 1) an inventory of a local jurisdiction’s relevant plans, ordinances, or programs already in place and 2) an analysis of its capacity to carry them out. Careful examination of local capabilities will detect any existing gaps, shortfalls, or weaknesses with ongoing government activities that could hinder proposed mitigation activities and possibly exacerbate community hazard vulnerability. A capability assessment also highlights the positive mitigation measures already in place or being implemented at the local government level, which should continue to be supported and enhanced through future mitigation efforts.

The capability assessment completed for Anderson County, Oconee County and their municipalities serves as a critical planning step and an integral part of the foundation for designing an effective hazard mitigation strategy. Coupled with the Risk Assessment, the Capability Assessment helps identify and target meaningful mitigation actions for incorporation in the Mitigation Strategy portion of the Hazard Mitigation Plan. It not only helps establish the goals and objectives for the county to pursue under this Plan, but it also ensures that those goals and objectives are realistically achievable under given local conditions.

¹ While the Final Rule for implementing the Disaster Mitigation Act of 2000 does not require a local capability assessment to be completed for local hazard mitigation plans, it is a critical step in developing a mitigation strategy that meets the needs of the region while considering their own unique abilities. The Rule does state that a community’s mitigation strategy should be “based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools” (44 CFR, Part 201.6(c)(3)).

7.2 CONDUCTING THE CAPABILITY ASSESSMENT

In order to facilitate the inventory and analysis of local government capabilities for Anderson County, Oconee County, and their municipalities, a detailed Capability Assessment Survey was completed for each of the participating jurisdictions based on the information found in the existing hazard mitigation plans and local government websites. The survey questionnaire compiled information on a variety of “capability indicators” such as existing local plans, policies, programs, or ordinances that contribute to and/or hinder the jurisdictions’ ability to implement hazard mitigation actions. Other indicators included information related to the communities’ fiscal, administrative, and technical capabilities, such as access to local budgetary and personnel resources for mitigation purposes. The current political climate, an important consideration for any local planning or decision-making process, was also evaluated with respect to hazard mitigation.

At a minimum, survey results provide an extensive inventory of existing local plans, ordinances, programs, and resources that are in place or under development in addition to their overall effect on hazard loss reduction. However, the survey instrument can also serve to identify gaps, weaknesses, or conflicts that the county and local jurisdictions can recast as opportunities for specific actions to be proposed as part of the hazard mitigation strategy.

The information collected in the survey questionnaire was incorporated into a database for further analysis. A general scoring methodology² was then applied to quantify each jurisdiction’s overall capability. According to the scoring system, each capability indicator was assigned a point value based on its relevance to hazard mitigation.

Using this scoring methodology, a total score, and an overall capability rating of “high,” “moderate,” or “limited” could be determined according to the total number of points received. These classifications are designed to provide nothing more than a general assessment of local government capability. The results of this capability assessment provide critical information for developing an effective and meaningful mitigation strategy.

7.3 CAPABILITY ASSESSMENT FINDINGS

The findings of the capability assessment are summarized in this Plan to provide insight into the relevant capacity of the jurisdictions in both Anderson County and Oconee County to implement hazard mitigation activities. All information is based upon the review of the existing hazard mitigation plans and local government websites through the Capability Assessment Survey and input provided by local government officials during meetings of the Hazard Mitigation Planning Team.

7.3.1 Planning and Regulatory Capability

Planning and regulatory capability is based on the implementation of plans, ordinances, and programs that demonstrate a local jurisdiction’s commitment to guiding and managing growth, development, and redevelopment in a responsible manner while maintaining the general welfare of the community. It includes emergency response and mitigation planning, comprehensive land use planning, and transportation planning; the enforcement of zoning or subdivision ordinances and building codes that regulate how land is developed and structures are built; as well as protecting environmental, historic, and

²The scoring methodology used to quantify and rank the jurisdictions’ capability can be found in Appendix B.

cultural resources in the community. Although some conflicts can arise, these planning initiatives generally present significant opportunities to integrate hazard mitigation principles and practices into the local decision-making process.

This assessment is designed to provide a general overview of the key planning and regulatory tools and programs that are in place or under development for the jurisdictions in both Counties along with their potential effect on loss reduction. This information will help identify opportunities to address existing gaps, weaknesses, or conflicts with other initiatives in addition to integrating the implementation of this Plan with existing planning mechanisms where appropriate.

Table 7.1 provides a summary of the relevant local plans, ordinances, and programs already in place or under development for the jurisdictions within the two Counties. A checkmark (✓) indicates that the given item is currently in place and being implemented. An asterisk (*) indicates that the given item is currently being developed for future implementation. A dagger (†) indicates that the given item is administered for that municipality by the county. Each of these local plans, ordinances, and programs should be considered available mechanisms for incorporating the requirements of the Anderson & Oconee County Hazard Mitigation Plan.

TABLE 7.1: RELEVANT PLANS, ORDINANCES, AND PROGRAMS

Planning/Regulatory Tool	ANDERSON COUNTY	Anderson	Belton	Honea Path	Starr/Iva	Pelzer	Pendleton	West Pelzer	Williamston	OCONEE	Salem	Seneca	Wahalla	Westminster	West Union
Hazard Mitigation Plan	✓	†	†	†	†	†	†	†	†	✓	†	†	†	†	†
Threat and Hazard Identification and Risk Assessment (THIRA)	*														
Comprehensive Land Use Plan	✓		✓		✓	✓	✓	✓	✓	✓		✓		✓	
Floodplain Management Plan/Flood Mitigation Plan	✓								✓	✓		✓		✓	
Open Space Management Plan (Parks & Rec/Greenway Plan)	✓		✓		✓	✓			✓	✓		✓		✓	
Stormwater Management Plan/Ordinance	✓		✓	✓		✓			✓	✓		✓		✓	
Natural Resource Protection Plan	✓		✓							✓					
Flood Response Plan	✓	†	†	†	†	†	†	†	†	✓	†	†	†	†	†
Emergency Operations Plan	✓	†	†	†	†	†	†	†	†	✓	†	†	†	†	†
Emergency Management Accreditation Program (EMAP Accreditation)															
Continuity of Operations Plan	✓	†	†	†	†	†	†	†	†	✓	†	†	†	†	†

Planning/Regulatory Tool	ANDERSON COUNTY	Anderson	Belton	Honea Path	Starr/Iva	Pelzer	Pendleto	West Pelzer	Williamston	OCONEE	Salem	Seneca	Wahalla	Westminster	West Union
Evacuation Plan	✓									✓					
Disaster Recovery Plan	✓									✓					
Capital Improvements Plan	✓	✓								✓					
Economic Development Plan	✓	✓								✓					
Historic Preservation Plan		✓													
Flood Damage Prevention Ordinance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Zoning Ordinance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	
Subdivision Ordinance	✓	✓								✓		✓			
Unified Development Ordinance	✓														
Post-Disaster Redevelopment/Reconstruction Plan/Ordinance	✓														
Building Code	✓	+	+	+		+	+	+	✓	+	✓	✓		✓	
Fire Code	✓	+	✓	✓		✓	+	✓	✓	✓		✓		✓	
National Flood Insurance Program (NFIP)	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓		✓	
NFIP Community Rating System (CRS Program)															

A more detailed discussion on the county’s planning and regulatory capability follows.

7.3.2 Emergency Management

Hazard mitigation is widely recognized as one of the four primary phases of emergency management. The three other phases include preparedness, response, and recovery. In reality, each phase is interconnected with hazard mitigation as **Figure 7.1** suggests. Opportunities to reduce potential losses through mitigation practices are most often implemented before disaster strikes, such as the elevation of flood prone structures or the continuous enforcement of policies that prevent and regulate development that is vulnerable to hazards due to its location, design, or other characteristics. Mitigation opportunities will also be presented during immediate preparedness or response activities, such as installing storm shutters

in advance of a hurricane, and certainly during the long-term recovery and redevelopment process following a hazard event.

FIGURE 7.1: THE FOUR PHASES OF EMERGENCY MANAGEMENT



Planning for each phase is a critical part of a comprehensive emergency management program and a key to the successful implementation of hazard mitigation actions. As a result, the Capability Assessment Survey asked several questions across a range of emergency management plans in order to assess the participating jurisdictions' willingness to plan and their level of technical planning proficiency.

Hazard Mitigation Plan: A hazard mitigation plan represents a community's blueprint for how it intends to reduce the impact of natural and human-caused hazards on people and the built environment. The essential elements of a hazard mitigation plan include a risk assessment, capability assessment, and mitigation strategy.

- ❖ Anderson County and Oconee County have previously adopted a hazard mitigation plan. Each participating municipality was included in the county's plan.

Disaster Recovery Plan: A disaster recovery plan serves to guide the physical, social, environmental, and economic recovery and reconstruction process following a disaster. In many instances, hazard mitigation principles and practices are incorporated into local disaster recovery plans with the intent of capitalizing on opportunities to break the cycle of repetitive disaster losses. Disaster recovery plans can also lead to the preparation of disaster redevelopment policies and ordinances to be enacted following a hazard event.

- ❖ Anderson County, and Oconee County have adopted disaster recovery plans. The other participating jurisdictions should consider developing a plan to guide the recovery and reconstruction process following a disaster.

Emergency Operations Plan: An emergency operation plan outlines responsibility and the means by which resources are deployed during and following an emergency or disaster.

- ❖ Anderson County maintains an emergency operations plan through the County Emergency Management Department.
- ❖ Oconee County maintains an emergency operations plan through the County Emergency Management Department.

Continuity of Operations Plan: A continuity of operations plan establishes a chain of command, line of succession, and plans for backup or alternate emergency facilities in case of an extreme emergency or disaster event.

- ❖ Anderson County has developed a county continuity of operations plan.
- ❖ Oconee County has developed a county continuity of operations plan.

Flood Response Plan: A flood response plan establishes procedures for responding to a flood emergency including coordinating and facilitating resources to minimize the impacts of flood.

- ❖ Anderson County has adopted a flood response plan.
- ❖ Oconee County has adopted a flood response plan.

7.3.3 General Planning

The implementation of hazard mitigation activities often involves agencies and individuals beyond the emergency management profession. Stakeholders may include local planners, public works officials, economic development specialists, and others. In many instances, concurrent local planning efforts will help to achieve or complement hazard mitigation goals even though they are not designed as such. Therefore, the Capability Assessment Survey also asked questions regarding general planning capabilities and the degree to which hazard mitigation is integrated into other on-going planning efforts in Anderson & Oconee Counties.

Comprehensive Land Use Plan: A comprehensive land use plan establishes the overall vision for what a community wants to be and serves as a guide for future governmental decision making. Typically, a comprehensive plan contains sections on demographic conditions, land use, transportation elements, and community facilities. Given the broad nature of the plan and its regulatory standing in many communities, the integration of hazard mitigation measures into the comprehensive plan can enhance the likelihood of achieving risk reduction goals, objectives, and actions.

- ❖ Anderson and Oconee Counties have both adopted individual county comprehensive plan.

Capital Improvements Plan: A capital improvements plan guides the scheduling of spending on public improvements. A capital improvements plan can serve as an important mechanism for guiding future development away from identified hazard areas. Limiting public spending in hazardous areas is one of the most effective long-term mitigation actions available to local governments.

- ❖ Anderson County, Oconee County, and Anderson City have adopted respective Capital Improvement Plans.

Historic Preservation Plan: A historic preservation plan is intended to preserve historic structures or districts within a community. An often-overlooked aspect of the historic preservation plan is the assessment of buildings and sites located in areas subject to natural hazards and the identification of ways to reduce future damages. This may involve retrofitting or relocation techniques that account for the need to protect buildings that do not meet current building standards or are within a historic district that cannot easily be relocated out of harm's way.

- ❖ Neither Anderson County nor Oconee has not developed a historic preservation plan; however, the City of Anderson does have historic preservation plans in place.

Zoning Ordinance: Zoning represents the primary means by which land use is controlled by local governments. As part of a community's police power, zoning is used to protect the public health, safety, and welfare of those in a given jurisdiction that maintains zoning authority. A zoning ordinance is the mechanism through which zoning is typically implemented. Since zoning regulations enable municipal governments to limit the type and density of development, a zoning ordinance can serve as a powerful tool when applied in identified hazard areas.

- ❖ Anderson County, Oconee County and each of the participating municipalities have adopted zoning ordinances.

Subdivision Ordinance: A subdivision ordinance is intended to regulate the development of residential, commercial, industrial, or other uses, including associated public infrastructure, as land is subdivided into buildable lots for sale or future development. Subdivision design that accounts for natural hazards can dramatically reduce the exposure of future development.

- ❖ Anderson County, Oconee County, and the City of Anderson have adopted subdivision ordinances.

Building Codes, Permitting, and Inspections: Building codes regulate construction standards. In many communities, permits and inspections are required for new construction. Decisions regarding the adoption of building codes (that account for hazard risk), the type of permitting process required both before and after a disaster, and the enforcement of inspection protocols all affect the level of hazard risk faced by a community.

- ❖ Both Anderson and Oconee Counties have adopted the South Carolina State Building Code. The counties also provide building code enforcement for all unincorporated areas of the counties.

The adoption and enforcement of building codes by local jurisdictions is routinely assessed through the Building Code Effectiveness Grading Schedule (BCEGS) program developed by the Insurance Services Office, Inc. (ISO).³ In South Carolina, the South Carolina Building Codes Council, which is under the SC Department of Labor, Licensing, and Regulation, assesses the building codes in effect in a particular community and how the community enforces its building codes *with special emphasis on mitigation of losses from natural hazards*. The results of BCEGS assessments are routinely provided to ISO's member private insurance companies, which in turn may offer ratings credits for new buildings constructed in communities with strong BCEGS classifications. The concept is that communities with well-enforced, up-to-date codes should experience fewer disaster-related losses and, as a result, should have lower insurance rates.

In conducting the assessment, ISO collects information related to personnel qualification and continuing education as well as the number of inspections performed per day. This type of information combined with local building codes is used to determine a grade for that jurisdiction. The grades range from 1 to 10 with a BCEGS grade of 1 representing exemplary commitment to building code enforcement and a grade of 10 indicating less than minimum recognized protection.

Specific BCEGS rating for the participating jurisdictions can be obtained by contacting the department for building inspections within that jurisdiction.

7.3.4 Floodplain Management

Flooding represents the greatest natural hazard facing the nation. At the same time, the tools available to reduce the impacts associated with flooding are among the most developed when compared to other hazard-specific mitigation techniques. In addition to approaches that cut across hazards such as education, outreach, and the training of local officials, the National Flood Insurance Program (NFIP) contains specific regulatory measures that enable government officials to determine where and how growth occurs relative to flood hazards. Participation in the NFIP is voluntary for local governments; however, program participation is strongly encouraged by FEMA as a first step for implementing and sustaining an effective hazard mitigation program. It is therefore used as part of this assessment as a key indicator for measuring local capability.

In order for a county or municipality to participate in the NFIP, they must adopt a local flood damage prevention ordinance that requires jurisdictions to follow established minimum building standards in the floodplain. These standards require that all new buildings and substantial improvements to existing buildings will be protected from damage by a 100-year flood event and that new development in the floodplain will not exacerbate existing flood problems or increase damage to other properties.

A key service provided by the NFIP is the mapping of identified flood hazard areas. Once completed, the Flood Insurance Rate Maps (FIRMs) are used to assess flood hazard risk, regulate construction practices, and set flood insurance rates. FIRMs are an important source of information to educate residents, government officials, and the private sector about the likelihood of flooding in their community.

³ Participation in BCEGS is voluntary and may be declined by local governments if they do not wish to have their local building codes evaluated

SECTION 7: CAPABILITY ASSESSMENT

<p>Sec. 901-5</p>	<p>“Any zoning applications affecting property subject to the National Flood Insurance Program must comply with guidelines established by the Department of Housing and Urban Development.”</p> <p>Source: http://townofpendleton.org/wp-content/uploads/2015/06/Town-of-Pendleton-Zoning-Ordinance-January-2014.pdf</p>	<p>Town of Pendleton</p>
<p>Sec. 10-81</p>	<p>“Anderson County hereby incorporates herein, by reference thereto and made a part hereof, as fully as if set forth verbatim herein, only the latest edition, amendments, and appendices, save and except such portions as may be hereinafter amended, of the following nationally recognized <i>building codes</i> and the standards referenced in those <i>codes</i> as the official <i>building codes</i> of the county:</p> <p>CABO One- and Two-family Dwelling Code <i>International Building Code</i>, and appendices A—J <i>International Energy Conservation Code International Existing Building Code International Fire Code</i>, and appendices A—J <i>International Fuel Gas Code</i>, and appendices A—D <i>International Mechanical Code</i>, and appendices A—B <i>International Plumbing Code</i>, and appendices B—G <i>International Property Maintenance Code</i>, and all appendices <i>International Residential Code</i>, and appendices A—K <i>National Electric Code</i> <i>Standard Building Abatement Code</i> <i>Standard Swimming Pool Code</i></p> <p>Source: Anderson County SC, Code of Ordinances, enacted 2014</p>	<p>Anderson County</p>
<p>Sec. 16-82</p>	<p>Development permits shall be required for all development, including the placement of manufactured homes, so that the county may determine whether or not such construction or other development is proposed in the special flood hazard area.</p> <p>Source: Oconee County SC, Code of Ordinances, enacted 2006</p>	<p>Oconee County</p>
<p>Sec. 16-84</p>	<p>The National Flood Insurance Program requires flood data to be reviewed and approved by DHS-FEMA. This ensures that flood maps, studies and other data identified in section 16-32 accurately represent flooding conditions so appropriate special flood hazard area management criteria are based on current data, the following map maintenance activities are identified:</p> <p>(1) Requirement to submit new technical data. a. For all development proposals that impact floodway delineations or BFEs, the floodplains manager shall ensure that technical data reflecting such changes is submitted to DHS-FEMA within six months of the date such information becomes available. These development proposals include:</p> <ol style="list-style-type: none"> 1. Floodway encroachments that increase or decrease BFEs or alter floodway boundaries; 2. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area; 	<p>Oconee County</p>

SECTION 7: CAPABILITY ASSESSMENT

	<p>3. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and</p> <p>4. Subdivision or large-scale development proposals requiring the establishment of base flood elevations in accordance with section 16-124</p> <p>b. It is the responsibility of the applicant to have technical data, required in accordance with section 16-84, prepared in a format required for a CLOMR or LOMR, and submitted to DHS-FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.</p> <p>c. The floodplains manager shall require a CLOMR prior to the issuance of a floodplain development permit for:</p> <ol style="list-style-type: none"> 1. Proposed floodway encroachments that increase the base flood elevation; and 2. Proposed development which increases the base flood elevation by more than one foot in areas where DHS-FEMA has provided base flood elevations but no floodway. <p>D. Development permits issued by the floodplain’s manager shall be conditioned upon the applicant obtaining a LOMR from DHS-FEMA for any development proposal subject to section 16-84.</p> <p>e. CLOMRs and/or LOMRs must go through the variance process outlined in this article.</p> <p>Source: Oconee County SC, Code of Ordinance, enacted 2006</p>	
<p>Sec. 16-122 (3)</p>	<p>Existing critical facilities in the special flood hazard area that are substantially damaged or substantially improved as well as new and substantially improved critical facility structures shall be elevated or floodproofed in accordance with this article.</p> <p>New critical facilities shall not be permitted in the special flood hazard area.</p> <p>Source: Oconee County SC, Code of Ordinance, enacted 206</p>	<p>Oconee County</p>

All jurisdictions listed above that are participants in the NFIP will continue to comply with all required provisions of the program and will work to adequately comply in the future utilizing a number of strategies. For example, the jurisdictions will coordinate with the South Carolina Department of Natural Resources (SCDNR) and FEMA to develop maps and regulations related to special flood hazard areas within their jurisdictional boundaries and, through a consistent monitoring process, will design and improve their floodplain management program in a way that reduces the risk of flooding to people and property.

7.3.5 Administrative and Technical Capability

The ability of a local government to develop and implement mitigation projects, policies, and programs is directly tied to its ability to direct staff time and resources for that purpose. Administrative capability can be evaluated by determining how mitigation-related activities are assigned to local departments and if there are adequate personnel resources to complete these activities. The degree of intergovernmental coordination among departments will also affect administrative capability for the implementation and success of proposed mitigation activities.

Technical capability can generally be evaluated by assessing the level of knowledge and technical expertise of local government employees, such as personnel skilled in using geographic information systems (GIS) to analyze and assess community hazard vulnerability. The Capability Assessment Survey was used to capture information on administrative and technical capability through the identification of available staff and personnel resources.

Table 7.4 provides a summary of the capability assessment results for Anderson & Oconee County with regard to relevant staff and personnel resources. A checkmark (✓) indicates the presence of a staff member(s) in that jurisdiction with the specified knowledge or skill. A dagger (†) indicates a county-level staff member(s) provides the specified knowledge or skill to that municipality.

TABLE 7.4: RELEVANT STAFF/PERSONNEL RESOURCES

Staff/Personnel Resource	ANDERSON COUNTY	Anderson	Belton	Honea Path	Starr/Iva	Pelzer	Pendleton	West Pelzer	Williams	OCONEE	Salem	Seneca	Wahalla	Westminster	West Union
Planners with knowledge of land development/land management practices	✓	✓	✓							✓		✓			
Engineers or professionals trained in construction practices related to buildings and/or infrastructure	✓	✓								✓		✓			
Planners or engineers with an understanding of natural and/or human-caused hazards	✓	†								✓					
Emergency Manager	✓									✓					
Floodplain Manager	✓	✓								✓					
Land Surveyors	✓	✓								✓		✓			
Scientists familiar with the hazards of the community	✓	†	†	†	†	†	†	†	†	†	✓	†	†	†	
Staff with education or expertise to assess the community's vulnerability to hazards	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Personnel skilled in GIS	✓	✓								✓		✓			
Resource development staff or grant writers	✓	✓								✓					

Credit for having a floodplain manager was given to those jurisdictions that have a flood damage prevention ordinance and therefore an appointed floodplain administrator, regardless of whether the appointee was dedicated solely to floodplain management. Credit was given for having a scientist familiar with the hazards of the community if a jurisdiction has a Cooperative Extension Service or Soil and Water Conservation Department. Credit was also given for having staff with education or expertise to assess the community's vulnerability to hazards if a staff member from the jurisdiction was a participant on the existing hazard mitigation plan's planning committee.

7.3.6 Linking the Capability Assessment with the Risk Assessment and the Mitigation Strategy

The conclusions of the Risk Assessment and Capability Assessment serve as the foundation for the development of a meaningful hazard mitigation strategy. During the process of identifying specific mitigation actions to pursue, the Hazard Mitigation Planning Team considered not only each jurisdiction's level of hazard risk, but also their existing capability to minimize or eliminate that risk.

SECTION 8

MITIGATION STRATEGY

This section of the Plan provides the blueprint for the participating jurisdictions in Anderson and Oconee Counties to follow in order to become less vulnerable to its identified hazards. It is based on general consensus of the Hazard Mitigation Planning Team and the findings and conclusions of the Capability Assessment and Risk Assessment. It consists of the following five subsections:

- ❖ 8.1 Introduction
- ❖ 8.2 Mitigation Goals
- ❖ 8.3 Identification and Analysis of Mitigation Techniques
- ❖ 8.4 Selection of Mitigation Techniques for Anderson & Oconee County
- ❖ 8.5 Plan Update Requirement

8.1 INTRODUCTION

The intent of the Mitigation Strategy is to provide Anderson and Oconee Counties with the goals that will serve as guiding principles for future mitigation policy and project administration along with an analysis of mitigation techniques available to meet those goals and reduce the impact of identified hazards. It is designed to be comprehensive, strategic, and functional in nature:

- ❖ In being *comprehensive*, the development of the strategy includes a thorough review of all hazards and identifies extensive mitigation measures intended to not only reduce the future impacts of high-risk hazards, but also to help the region achieve compatible economic, environmental, and social goals.
- ❖ In being *strategic*, the development of the strategy ensures that all policies and projects proposed for implementation are consistent with pre-identified, long-term planning goals.
- ❖ In being *functional*, each proposed mitigation action is linked to established priorities and assigned to specific departments or individuals responsible for their implementation with target completion deadlines. When necessary, funding sources are identified that can be used to assist in project implementation.

The first step in designing the Mitigation Strategy includes the identification of mitigation goals. Mitigation goals represent broad statements that are achieved through the implementation of more specific mitigation actions. These actions include both hazard mitigation policies (such as the regulation of land in known hazard areas through a local ordinance) and hazard mitigation projects that seek to address specifically targeted hazard risks (such as the acquisition and relocation of a repetitive loss structure).

The second step involves the identification, consideration, and analysis of available mitigation measures to help achieve the identified mitigation goals. This is a long-term, continuous process sustained through the development and maintenance of this Plan. Alternative mitigation measures will continue to be

considered as future mitigation opportunities are identified, as data and technology improve, as mitigation funding becomes available, and as this Plan is maintained over time.

The third and last step in designing the Mitigation Strategy is the selection and prioritization of specific mitigation actions for Anderson County, Oconee County and their municipalities (provided separately in Section 9: *Mitigation Action Plan*). The county and each participating jurisdiction have its own Mitigation Action Plan (MAP) that reflects the needs and concerns of that jurisdiction. The MAP represents an unambiguous and functional plan for action and is considered to be the most essential outcome of the mitigation planning process.

The MAP includes a prioritized listing of proposed hazard mitigation actions (policies and projects) for both Anderson and Oconee County and its municipalities to complete. Each action has accompanying information, such as those departments or individuals assigned responsibility for implementation, potential funding sources, and an estimated target date for completion. The MAP provides those departments or individuals responsible for implementing mitigation actions with a clear roadmap that also serves as an important tool for monitoring success or progress over time. The cohesive collection of actions listed in the MAP can also serve as an easily understood menu of mitigation policies and projects for those local decision makers who want to quickly review the recommendations and proposed actions of the Hazard Mitigation Plan.

In preparing each Mitigation Action Plan for Anderson and Oconee County, officials considered the overall hazard risk and capability to mitigate the effects of hazards as recorded through the risk and capability assessment process in addition to meeting the adopted mitigation goals and unique needs of the community.

8.1.1 Mitigation Action Prioritization

Prioritization of the proposed mitigation actions was based on the following six factors:

- ❖ Effect on overall risk to life and property
- ❖ Ease of implementation
- ❖ Political and community support
- ❖ A general economic cost/benefit review¹
- ❖ Funding availability
- ❖ Continued compliance with the NFIP

The point of contact for each jurisdiction helped coordinate the prioritization process by reviewing each action and working with the lead agency/department responsible to determine a priority for each action using the six factors listed above.

¹ Only a general economic cost/benefit review was considered by the Hazard Mitigation Planning Team through the process of selecting and prioritizing mitigation actions. Mitigation actions with “high” priority were determined to be the most cost effective and most compatible with the participating jurisdictions’ unique needs. Actions with a “moderate” priority were determined to be cost-effective and compatible with jurisdictional needs but may be more challenging to complete administratively or fiscally than “high” priority actions. Actions with a “low” priority were determined to be important community needs, but the community likely identified several potential challenges in terms of implementation (e.g., lack of funding, technical obstacles). A more detailed cost/benefit analysis will be applied to particular projects prior to the application for or obligation of funding, as appropriate.

Using these criteria, actions were classified as high, moderate, or low priority by the participating jurisdiction officials.

8.2 MITIGATION GOALS

44 CFR Requirement
44 CFR Part 201.6(c)(3)(i): The mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

The primary goal of all local governments is to promote the public health, safety, and welfare of its citizens. In keeping with this standard, Anderson County, Oconee County, and the participating municipalities have developed six goal statements for local hazard mitigation planning in each county. In developing these goals, the previous hazard mitigation plan was reviewed to determine if the goals remained applicable. Two goals were combined, and the remaining five goals were reworded and expanded. The modified goals were presented, reviewed, voted on, and accepted by the Hazard Mitigation Planning Team. Each goal, purposefully broad in nature, serves to establish parameters that were used in developing mitigation actions. The Anderson and Oconee County Mitigation Goals are presented in **Table 8.1**. Consistent implementation of actions over time will ensure that community goals are achieved.

TABLE 8.1: MITIGATION GOALS FOR ANDERSON & OCONEE COUNTIES

	Goal
Goal #1	Local government and the community shall have the capability to initiate and sustain emergency response operations to include shelter designations and services.
Goal #2	Provide for continuity of local government operations during disasters to include plan development, resource identification, redundant equipment, facilities, and/or supplies to facilitate reestablishing local government operations after a disaster.
Goal #3	The health, safety, and welfare of the community’s residents and visitors shall be provided for during disasters by ensuring adequate systems for notifying the public at risk and providing emergency instruction during a disaster is available in all identified hazard areas as well as adequate resources, equipment, and supplies to meet citizens’ health and safety needs after a disaster.
Goal #4	The policies and regulations of local government shall support effective hazard mitigation programming throughout the community to include reducing the vulnerability of facilities in the community posing an extra health or safety risk when damaged or disrupted by a disaster. Land use policies, plans, and regulations shall discourage and/or prohibit inappropriate location of structures or infrastructure components in areas of higher risk and enforce appropriate development codes.
Goal #5	The availability and functioning of the community’s infrastructure shall not be significantly disrupted by a disaster. Transportation facilities and systems serving the community shall be constructed and/or retrofitted to minimize the potential for disruption during a disaster.
Goal #6	Develop and maintain an education program to inform all members of the community of the risks/hazards threatening the local area and assist them in understanding their vulnerability to disasters and provide technique ideas to minimize vulnerability to those hazards.

8.3 IDENTIFICATION AND ANALYSIS OF MITIGATION TECHNIQUES

44 CFR Requirement

44 CFR Part 201.6(c)(3)(ii): The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effect of each hazard, with particular emphasis on new and existing buildings and infrastructure.

In formulating the Mitigation Strategy for Anderson and Oconee County, a wide range of activities were considered in order to help achieve the established mitigation goals in addition to addressing any specific hazard concerns. These activities were discussed during the Hazard Mitigation Planning Team meetings. In general, all activities considered by the Hazard Mitigation Planning Team can be classified under one of the following six broad categories of mitigation techniques: Prevention, Property Protection, Natural Resource Protection, Structural Projects, Emergency Services, and Public Awareness and Education. These are discussed in detail below.

8.3.1 Prevention

Preventative activities are intended to keep hazard problems from getting worse and are typically administered through government programs or regulatory actions that influence the way land is developed and buildings are built. They are particularly effective in reducing a community's future vulnerability, especially in areas where development has not occurred, or capital improvements have not been substantial. Examples of preventative activities include:

- ❖ Planning and zoning
- ❖ Building codes
- ❖ Open space preservation
- ❖ Floodplain regulations
- ❖ Stormwater management regulations
- ❖ Drainage system maintenance
- ❖ Capital improvements programming
- ❖ Riverine/fault zone setbacks

8.3.2 Property Protection

Property protection measures involve the modification of existing buildings and structures to help them better withstand the forces of a hazard or removal of the structures from hazardous locations. Examples include:

- ❖ Acquisition
- ❖ Relocation
- ❖ Building elevation
- ❖ Critical facilities protection
- ❖ Retrofitting (e.g., wind proofing, floodproofing, seismic design techniques, etc.)

- ❖ Safe rooms, shutters, shatter-resistant glass
- ❖ Insurance

8.3.3 Natural Resource Protection

Natural resource protection activities reduce the impact of natural hazards by preserving or restoring natural areas and their protective functions. Such areas include floodplains, wetlands, steep slopes, and sand dunes. Parks, recreation, or conservation agencies and organizations often implement these protective measures. Examples include:

- ❖ Floodplain protection
- ❖ Watershed management
- ❖ Riparian buffers
- ❖ Forest and vegetation management (e.g., fire resistant landscaping, fuel breaks, etc.)
- ❖ Erosion and sediment control
- ❖ Wetland preservation and restoration
- ❖ Habitat preservation
- ❖ Slope stabilization

8.3.4 Structural Projects

Structural mitigation projects are intended to lessen the impact of a hazard by modifying the environmental natural progression of the hazard event through construction. They are usually designed by engineers and managed or maintained by public works staff. Examples include:

- ❖ Reservoirs
- ❖ Dams/levees/dikes/floodwalls
- ❖ Diversions/detention/retention
- ❖ Channel modification
- ❖ Storm sewers

8.3.5 Emergency Services

Although not typically considered a “mitigation” technique, emergency service measures do minimize the impact of a hazard event on people and property. These commonly are actions taken immediately prior to, during, or in response to a hazard event. Examples include:

- ❖ Warning systems
- ❖ Evacuation planning and management
- ❖ Emergency response training and exercises
- ❖ Sandbagging for flood protection
- ❖ Installing temporary shutters for wind protection

8.3.6 Public Education and Awareness

Public education and awareness activities are used to advise residents, elected officials, business owners, potential property buyers, and visitors about hazards, hazardous areas, and mitigation techniques they can use to protect themselves and their property. Examples of measures to educate and inform the public include:

- ❖ Outreach projects
- ❖ Speaker series/demonstration events
- ❖ Hazard map information
- ❖ Real estate disclosure
- ❖ Library materials
- ❖ School children’s educational programs
- ❖ Hazard expositions

8.4 SELECTION OF MITIGATION TECHNIQUES

In order to determine the most appropriate mitigation techniques for the communities in Anderson and Oconee County, the Hazard Mitigation Planning Team thoroughly reviewed and considered the findings of the Capability Assessment and Risk Assessment to determine the best activities for their respective communities. Other considerations included the effect of each mitigation action on overall risk to life and property, its ease of implementation, its degree of political and community support, its general cost-effectiveness, and funding availability (if necessary).

8.5 PLAN UPDATE REQUIREMENT

In keeping with FEMA requirements for plan updates, the Mitigation Actions identified in the previous plans were evaluated to determine their 2022 implementation status. Updates on the implementation status of each action are provided. The mitigation actions provided in Section 9: *Mitigation Action Plan* include the mitigation actions from the previous plans as well as any new mitigation actions proposed through the 2022 planning process.

SECTION 9

MITIGATION ACTION PLAN

This section includes the listing of the mitigation actions proposed by the participating jurisdictions in Anderson and Oconee Counties. It consists of the following two subsections:

- ❖ 9.1 Overview
- ❖ 9.2 Mitigation Action Plans

44 CFR Requirement

44 CFR Part 201.6(c)(3)(iii): The mitigation strategy shall include an action plan describing how the actions identified in paragraph (c)(2)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction.

9.1 OVERVIEW

As described in the previous section, the Mitigation Action Plan, or MAP, provides a functional plan of action for each jurisdiction. It is designed to achieve the mitigation goals established in Section 8: *Mitigation Strategy* and will be maintained on a regular basis according to the plan maintenance procedures established in Section 10: *Plan Maintenance*.

Each proposed mitigation action has been identified as an effective measure (policy or project) to reduce hazard risk for Anderson and Oconee County. Each action is listed in the MAP in conjunction with background information such as hazard(s) addressed and relative priority. Other information provided in the MAP includes potential funding sources to implement the action should funding be required (not all proposed actions are contingent upon funding). Most importantly, implementation mechanisms are provided for each action, including the designation of a lead agency or department responsible for carrying the action out as well as a timeframe for its completion. These implementation mechanisms ensure that the Anderson & Oconee County Multi-Jurisdictional Hazard Mitigation Plan remains a functional document that can be monitored for progress over time. The proposed actions are not listed in priority order; though, each has been assigned a priority level of “high,” “moderate,” or “low” as described below and in Section 8 (page 8.2).

The Mitigation Action Plan is organized by mitigation strategy category (Prevention, Property Protection, Natural Resource Protection, Structural Projects, Emergency Services, or Public Education and Awareness). The following are the key elements described in the Mitigation Action Plan:

- ❖ Hazard(s) Addressed—Hazard which the action addresses.
- ❖ Relative Priority—High, moderate, or low priority as assigned by the jurisdiction.
- ❖ Lead Agency/Department—Department responsible for undertaking the action.
- ❖ Potential Funding Sources—Local, State, or Federal sources of funds are noted here, where applicable.
- ❖ Implementation Schedule—Date by which the action should be completed. More information is provided when possible.
- ❖ Implementation Status (2023)—Indication of completion, progress, deferment, or no change since the previous plan. If the action is new, that will be noted here.

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Anderson and Oconee County Mitigation Action Plan

Action #		Hazard(s) Addressed	Relative Priority	Potential Funding Sources	Implementation Status (2023)	Anderson County	Oconee County
P-1	Utilize the existing Local Emergency Planning Committee to meet following disasters and to review response effectiveness and mitigation needs. Lead Agency: County EMD Schedule: 2023-2028	All	Moderate	General Funds, revenue as available and grants	Completed & Ongoing Continuing effort. When possible, the LEPC is utilized to review response effectiveness and mitigation needs. The Hazard Vulnerability Subcommittee plays a vital role in assessing local industry and making them safer prior to hazards occurring. Since this goal was established, we've had one declared disaster with little no impact on industry.	Standard procedure for all jurisdictions Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton	Standard procedure for all jurisdictions. Oconee County Salem Seneca Wahalla West Union Westminster
P-2	Develop a tracking system for mitigation activities that reviews effectiveness following disaster events. Lead Agency: County Municipal Govt. & EMD Schedule: Ongoing	All	Moderate	General Funds, revenue as available and grants	Completed & Ongoing Repetitive disaster areas of concern are routinely monitored and tracked by county, city, or municipal departments/divisions. Through the development of ordinances and codes by council, effective mitigation activities can be adopted following repetitive disaster events.	Standard procedure for all jurisdictions Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton	Standard procedure for all jurisdictions Oconee County Salem Seneca Wahalla West Union Westminster

P-3	<p>Review local government stormwater regulations to assess how well they prevent hazardous situations due to stormwater flooding.</p> <p>Lead Agency: Public Works Dept.</p> <p>Schedule: Ongoing</p>	All	Moderate	Local Funds	<p>It is the responsibility of the municipalities for initiating review of storm water regulations and for contacting County EMD when resources are exhausted.</p>	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>
P-4	<p>Establish data backup options (i.e., laptops, off-site backups) for critical data that are easily removed and accessed at different locations in case evacuation of public facilities is necessary.</p> <p>Lead Agency: County IT, EMD</p> <p>Schedule: 2023-2028</p>	All	Moderate	Local Funds	<p>Completed & Ongoing</p> <p>All jurisdictions should continually be exploring continued best practices.</p>	<p>Anderson County: Laptops & Cloud Software already in use Anderson: Laptops & Cloud Software already in use Belton: All critical data backed up on the cloud Honea Path: Backups data on the Cloud. Iva: Critical data backed up offsite. Pelzer: All critical data is backed up on the cloud. Pendleton: All critical data backed up offsite and can be accessed offsite. Starr: West Pelzer: All critical data backed up Williamston: All critical data backed up</p>	<p>Oconee County: IT uses cloud and external hard drives to backup data Salem: Data backed up with the cloud and hard drive system. Seneca: Data backed up with the cloud and hard drive system. Wahalla: Uses cloud and external hard drive to back up critical data. West Union: Uses cloud and external hard drive to back up critical data Westminster: Power provider backs up critical data</p>

Action #	Description	Hazard(s) Addressed	Relative Priority	Potential Funding Sources	Implementation Status (2023)	Anderson County	Oconee County
P-5	<p>Establish procedures and location for setting up an operations center for local government in the event a natural disaster forces the evacuation of local government buildings and the primary Emergency Operations Center.</p> <p>Lead Agency: County EMD</p> <p>Schedule: Completed</p>	All	High	Local Funds	<p>Completed</p> <p>Procedures have been established to location and set up an operations center in the event of evacuation of the primary Emergency Operations Center.</p>	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>
P-6	<p>Strictly adhere to the ISO 9000 Building Code adopted in the community.</p> <p>Lead Agency: County Building & Codes Dept.</p> <p>Schedule: Ongoing</p>	All	High	Local Funds	<p>Ongoing</p> <p>Continuing effort to enforce the adopted ISO 9000 Building Code.</p>	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>

P-7	Examine ways to identify and acquire parcels of land subject to the effects of disasters that could provide for parks and open space in the community.	All	Moderate	Local Funds	Deleted Realized that the funding will not be available to support this effort and enough of a reoccurring flood problem to warrant the county pursuing this.		
Action #	Description	Hazard(s) Addressed	Relative Priority	Potential Funding Sources	Implementation Status (2023)	Anderson County	Oconee County
P-8	Review local codes to determine whether they address the hazards identified for the community. Lead Agency: County Building & Codes Dept. Schedule: Ongoing	All	Moderate	Local Funds	Ongoing Continuing effort to review local codes and determine if they address identified hazards. The county will need to adopt revisions to these codes when those take place so, this action will remain.	Standard procedure for all jurisdictions Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton	Standard procedure for all jurisdictions Oconee County Salem Seneca Wahalla West Union Westminster
P-9	Address resource needs for victims during times of disaster by taking pre- disaster measures. Lead Agency: EMD, Police, Fire & EMS Schedule: Ongoing	All	High	Grant Money	Deferred We continue to work with LEPC to identify facilities and then work with these facilities that can pose large health/safety risk when damaged. In addition, we contact every landline/registered cell phone in the community each year to ensure we have connectivity following a disaster in an effort to provide our public with	Standard procedure for all jurisdictions Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton	Standard procedure for all jurisdictions Oconee County Salem Seneca Wahalla West Union Westminster

					resource center locations. While we work on effective communication, we also practice delivery of resources through various POD/Donation center trainings or real-life activations.		
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Action #	Description	Hazard(s) Addressed	Relative Priority	Potential Funding Sources	Implementation Status (2023)	Anderson County	Oconee County
Property Protection							
PP-1	Structurally analyze all buildings or rooms identified as shelters and strengthen these as necessary. Lead Agency: County EMD Schedule: 2023 to 2028	All	High	Local Funds	Red Cross, with assistance from Emergency Management (as needed), analyzes their shelter locations and determine what hazard mitigation measures can be taken to address any potential problems. However, as leadership changes in several of our designated shelter locations (e.g., churches) this is an ongoing process.	Standard procedure for all jurisdictions Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton	Standard procedure for all jurisdictions Oconee County Salem Seneca Wahalla West Union Westminster

PP-2	<p>Survey critical emergency response facilities (fire stations, law enforcement centers, and emergency headquarters) to identify risks posed to structures and seek funding to mitigate the problems.</p> <p>Lead Agency: County EMD, EMS, Police, Fire</p> <p>Schedule: 2023 to 2028</p>	All	High	Local Funds	<p>Ongoing</p> <p>Various first response agencies continue to identify risks posed at their respective locations and as their structures continue to age, addressing these issues will always be ongoing. The responsibility for addressing these issues is that of each respective first response agency. However, when feasible, EM can assist with Mitigation grant proposals.</p>	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>
PP-3	<p>Evaluate medical facilities within the community to ensure they are protected from the threats posed by natural disasters.</p> <p>Lead Agency: Hospital Systems</p> <p>Schedule: Ongoing</p>	All	High	Hospital System SOP	<p>Ongoing</p> <p>Hospital systems conduct their own HVA analysis for their respective facilities.</p>	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>

PP-5	<p>Inspect water and sewer infrastructure for vulnerability to natural hazards. Identify and elevate vulnerable equipment and electrical controls at wastewater and potable water treatment facilities.</p> <p>Lead Agency: Public Works</p> <p>Schedule: Ongoing</p>	All	High	Local Funds	All local water/sewer districts continually inspect and maintain their infrastructure to lessen their vulnerability to natural hazards.	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>
PP-6	<p>Identify roadways and traffic systems susceptible to natural hazards (i.e., flooding) and prioritize improvement projects to minimize disruption to the roadways.</p> <p>Lead Agency: Public Works</p> <p>Schedule: Ongoing</p>	All	High	Local Funds	Relevant stakeholders continually identify areas susceptible to natural hazards.	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>

PP-7	<p>Determine whether there are incremental mitigating improvements that can be made to facilities as part of ongoing maintenance and performance enhancement.</p> <p>Lead Agency: Public Works (County & Municipal)</p> <p>Schedule: Ongoing</p>	All	High	Local Funds	<p>Ongoing</p> <p>Facilities Maintenance Departments all public service entities are taken the mitigations measures they are afforded to take with their respective budget constraints. With the natural aging of building or poor building placements this is an ongoing process.</p>	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>
PP-8	<p>Replace low bridges or other obstructions that may induce flooding of houses or businesses.</p> <p>Lead Agency: Public Works</p> <p>Schedule: Ongoing</p>	All	Moderate	Local Funds	<p>Deferred</p> <p>Continuing effort to replace low bridges and other obstructions. There are still a number of structures that need to be upgraded going forward so this action will remain in place.</p>	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>

PP-9	<p>In conjunction with LEPC, identify facilities in the community posing serious health/safety risk on the community when damaged and identify mitigation measures that can be taken to lessen the impact.</p> <p>Lead Agency: County EMD, LEPC</p> <p>Schedule: 2023-2028</p>	All	High	Local Funds	<p>Deferred</p> <p>We continue to work with LEPC to identify facilities and then work with these facilities that can pose large health/safety risk when damaged. However, as our area grows and new industries call the Upstate home, this will always be an ongoing action item.</p>	<p>Standard procedure for all jurisdictions</p> <p>Anderson County Anderson Belton Honea Path Iva Pelzer Pendleton Starr West Pelzer Pendleton</p>	<p>Standard procedure for all jurisdictions</p> <p>Oconee County Salem Seneca Wahalla West Union Westminster</p>
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Action #	Description	Hazard(s) Addressed	Relative Priority	Potential Funding Sources	Implementation Status (2023)	Implementation Schedule	
Natural Resource Protection							
NRP-1							
Structural Projects							
SP-1							
Emergency Services							
ES-1	<p>Identify special needs populations and establish procedures for providing transportation to shelters in the case of a natural disaster.</p> <p>Lead Agency: County EMD</p> <p>Schedule: 2023 to 2028</p>	All	High	Local Funds	<p>Deferred</p> <p>SCOEM has added a Special Needs Registry and has utilized the ENS system to promote the registry. However, with the transient nature of our population and the reluctance of some of admit their loved one is specials needs this will be an ongoing challenge for our department.</p>	<p>Anderson County* Anderson* Belton: Maintains Assistance Contact Hotline Honea Path* Iva: Fire department trains annually with Nursing Home annually for emergency response Pelzer* Pendleton* Starr* West Pelzer* Pendleton*</p> <p>*Rely on Anderson County Emergency Operations Plan. Roles and responsibilities further defined thru emergency support functions.</p>	<p>Oconee County* Salem* Seneca* Wahalla* West Union* Westminster*</p> <p>*Rely on Oconee County Emergency Operations Plan. Roles and responsibilities further defined thru emergency support functions. All municipalities participate in the County's Special Needs Task Force</p>

ES-2	<p>Provide emergency back-up power to critical facilities: emergency generators, secondary feeds, etc.</p> <p>Lead Agency: Municipal public works departments; American Red Cross</p> <p>Schedule: 2028</p>	All	High	Local Funds & Grant Money	<p>Ongoing</p> <p>Each municipality is responsible installing their own emergency generators to critical facilities. Ongoing activity as new needs are determined.</p>	<p>Anderson County: 20-25 natural gas generators needed for sewer lift pump stations to pump sewer out of floodplain areas.</p> <p>5-6 portable generators also needed. Fixed station generator needed at Broadway Dam.</p> <p>Anderson: Add generators to public works operations center for refueling & operations.</p> <p>Belton:</p> <p>Honea Path: Backup generators for police department, public works, & town hall community shelter.</p> <p>Iva:</p> <p>Pelzer*:</p> <p>Pendleton: Add backup generators to sewer pump lift stations.</p> <p>Starr*:</p> <p>West Pelzer*:</p> <p>Pendleton*:</p>	<p>Oconee County*:</p> <p>Salem*:</p> <p>Seneca*:</p> <p>Wahalla*:</p> <p>West Union*:</p> <p>Westminster*:</p> <p> </p> <p>*Critical facilities have been identified and many have backup generators. The county also has portable generators for some facilities without a permanent generator.</p>
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ES-3	<p>Review communications procedures on a regular basis to ensure communication between response agencies is maintained during a disaster.</p> <p>Lead Agency: EMD, EMS, Police, Fire, 911</p> <p>Schedule: 2023-2028</p>	All	High	Local Funds	<p>Ongoing</p> <p>Reviewing Communication Procedures to ensure interoperability and maintain communications during a disaster is an ongoing effort.</p>	<p>Anderson County* Anderson * Belton * Honea Path * Iva * Pelzer* Pendleton* Starr* West Pelzer* Pendleton*</p> <p>*All emergency response agencies within the county, including municipalities, are equipped with interoperable communication devices including Palmetto 800 MHz radios.</p>	<p>Oconee County* Salem* Seneca* Wahalla* West Union* Westminster*</p> <p>*Radio committee discusses communication shortfalls and researches ways of handling them.</p>
ES-4	<p>Update communications equipment, especially the E-911 Center, as needed and funding is available.</p> <p>Lead Agency: EMD, EMS, Police, Fire</p> <p>Schedule: 2028</p>	All	High	Local Funds	<p>Ongoing</p> <p>Options are being explored for replacement of county-wide communications systems for resilience in disasters.</p>	<p>Anderson County* Anderson * Belton * Honea Path * Iva * Pelzer* Pendleton* Starr* West Pelzer* Pendleton*</p> <p>*Equipment on track to be completed in next five years</p>	<p>Oconee County* Salem* Seneca* Wahalla* West Union* Westminster*</p> <p>*Equipment on track to be completed in next five years</p>

ES-5	<p>Inventory Emergency Response personnel and equipment to identify areas where the community is deficient in disaster response and establish actions to remedy the situation.</p> <p>Lead agency: County EMD</p> <p>Schedule: Ongoing</p>	All	High	Local Funds	<p>Ongoing</p> <p>Each municipality is responsible for maintaining awareness of current equipment, and future equipment needs.</p>	<p>Anderson County* Anderson * Belton * Honea Path * Iva * Pelzer* Pendleton* Starr* West Pelzer* Pendleton*</p> <p>*Personnel and equipment records maintained.</p>	<p>Oconee County* Salem* Seneca* Wahalla* West Union* Westminster*</p> <p>*Personnel and equipment records maintained.</p>
ES-6	<p>Establish a program to provide disaster training for all first responders.</p> <p>Lead Agency: EMD, EMS, Police, Fire</p> <p>Schedule: 2023-2027</p>	All	High	Local Funds	<p>Ongoing</p> <p>As first responders come and go in this profession, training will always be an ongoing action item. With the cooperation of our Emergency Services Academy and all our first responders, we continue to provide disaster training that is NIMS/ICS compliant.</p>	<p>Anderson County* Anderson * Belton * Honea Path * Iva * Pelzer* Pendleton* Starr* West Pelzer* Pendleton*</p> <p>*Exercises are regularly planned and executed to train for various scenarios across municipalities and departments.</p>	<p>Oconee County* Salem* Seneca* Wahalla* West Union* Westminster*</p> <p>*Exercises are regularly planned and executed to train for various scenarios across municipalities and departments.</p>

ES-7	<p>Include utility providers in all planning and drills for mitigation planning.</p> <p>Lead Agency: EMD, Utility Providers</p> <p>Schedule: 2023-2028</p>	All	High	Local Funds	<p>Ongoing</p> <p>Continuing effort to invite utility companies to EM exercises and special events. The county would like to continue efforts to try to get more participation from utilities going forward.</p>		
Public Education and Awareness							
PEA-2	<p>Provide information to residents about the community warning systems and how to respond in case of a disaster.</p> <p>Lead Agency: County EMD</p> <p>Schedule: 2023-2028</p>	All	High	Local Funds	<p>Deferred</p> <p>Municipalities are encouraged to order FEMA educational resources and to incorporate emergency preparedness programs and information into their public council meetings, educational outreach, and official website, etc.</p>	<p>Anderson County* Anderson * Belton * Honea Path * Iva * Pelzer* Pendleton* Starr* West Pelzer* Pendleton*</p> <p>*Municipalities are encouraged to order FEMA educational resources and to incorporate emergency preparedness programs and information into their public council meetings, educational outreach, and official website, etc.</p>	<p>Oconee County* Salem* Seneca* Wahalla* West Union* Westminster*</p> <p>*Municipalities are encouraged to order FEMA educational resources and to incorporate emergency preparedness programs and information into their public council meetings, educational outreach, and official website, etc.</p>

PEA-3	<p>Develop informational pamphlets to notify tourists of the location of local shelters they can utilize in case of a disaster.</p> <p>Lead Agency: EMD, American Red Cross</p> <p>Schedule: 2023-2027</p>	All	Moderate	Local Funds	<p>informational website, and social media posts about local sheltering, with reliable contact information since our local Red Cross will not release shelter locations prior to a disaster. In addition, continue our public education campaign about our joint Pet Sheltering initiative.</p>	<p>Anderson County*</p> <p>Anderson *</p> <p>Belton *</p> <p>Honea Path *</p> <p>Iva *</p> <p>Pelzer*</p> <p>Pendleton*</p> <p>Starr*</p> <p>West Pelzer*</p> <p>Pendleton*</p>	<p>Oconee County*</p> <p>Salem*</p> <p>Seneca*</p> <p>Wahalla*</p> <p>West Union*</p> <p>Westminster*</p>
PEA-4	<p>Develop a display to be used at public events. The display will provide information on natural hazards that threaten the area and what individuals can do to reduce these risks. Existing brochures and manuals from FEMA and SCEMD would be available for distribution.</p> <p>Lead Agency: County EMD</p>	All	High	Local Funds	<p>Continuing effort to modify and enhance public relations campaign as funding permits. Displays at public events are continually needed so this action will remain in place</p>	<p>Anderson County*</p> <p>Anderson *</p> <p>Belton *</p> <p>Honea Path *</p> <p>Iva *</p> <p>Pelzer*</p> <p>Pendleton*</p> <p>Starr*</p> <p>West Pelzer*</p> <p>Pendleton*</p> <p>*Municipalities are encouraged to order FEMA</p>	<p>Oconee County*</p> <p>Salem*</p> <p>Seneca*</p> <p>Wahalla*</p> <p>West Union*</p> <p>Westminster*</p> <p>*Municipalities are encouraged</p>

	Schedule: 2023-2028					educational resources and to incorporate emergency preparedness programs and information into their public council meetings, educational outreach, and official website, etc.	to order FEMA educational resources and to incorporate emergency preparedness programs and information into their public council meetings, educational outreach, and official website, etc.
PEA-5	Utilize the media for the distribution and publication of hazard information. Send news releases and regular public relations pieces to local newspapers and radio stations. Promote pre-disaster planning. Lead Agency: County EMD Schedule: 2023 to 2028	All	High	Local Funds	Continuing effort to distribute and publish hazard information and promote pre- disaster planning. Public education materials are continually needed so this action will remain in place.	Anderson County: Utilizes website and local media to disseminate preparedness information. Anderson * Belton: Utilizes your gov. app., Reverse 911, and social media Honea Path: Utilize website and social media Iva: Utilize town website and social media Pelzer* Pendleton* Starr* West Pelzer* Pendleton* *Municipalities are encouraged to link the County's website to their own for disaster preparedness information.	Oconee County* Salem* Seneca* Wahalla* West Union* Westminster* *All municipalities maintain their own websites and utilize social media to distribute disaster preparedness information

PEA-6	<p>Provide information to residents of the community regarding flood insurance availability.</p> <p>Lead Agency: County Engineering</p> <p>Schedule: 2023-2028</p>	All	Moderate	Local Funds	Continuing effort to provide information on flood insurance availability to residents. Materials on flood insurance availability are continually needed so this action will remain in place.	<p>Anderson County* Anderson * Belton * Honea Path * Iva * Pelzer* Pendleton* Starr* West Pelzer* Pendleton*</p> <p>*County encourages municipalities to be member of the NFIP.</p>	<p>Oconee County* Salem* Seneca* Wahalla* West Union* Westminster*</p> <p>*All participating municipalities maintain their own websites and utilize social media to distribute NFIP information to the public.</p>
PEA-7	<p>Develop information brochures in conjunction with visitor's bureau that informs tourists of the natural hazards present in the community and what they should do in case one occurs. This information would be available at welcome centers, hotels, and other tourist attractions.</p> <p>Lead Agency: County EMD</p> <p>Schedule: 2023-2028</p>	All	Moderate	Local Funds	Continuing effort to develop information brochures for visitors. Public education materials are continually needed so this action will remain in place.	<p>Anderson County* Anderson * Belton * Honea Path * Iva * Pelzer* Pendleton* Starr* West Pelzer* Pendleton*</p> <p>*Municipalities are encouraged to order FEMA educational resources and to incorporate emergency preparedness programs and information into their public council meetings, educational outreach, and official website, etc.</p>	<p>Oconee County* Salem* Seneca* Wahalla* West Union* Westminster*</p> <p>*Municipalities are encouraged to order FEMA educational resources and to incorporate emergency preparedness programs and information into their public council meetings, educational outreach, and official website, etc.</p>

Table 9.2

Future Development Action Items		
Municipality	Future Development Action Item:	Impact on Vulnerability
Anderson County (includes all municipalities)	Replace county-wide communications systems.	Increase resilience and inoperability during disasters
City of Anderson	Add generators at public works operations center, Civic Center, and lift pump stations.	Will enable refueling and operations during power outages
City of Belton	Continue to install backup generators to sewer pump station & recreation center (hurricane shelter)	Will enable continued sheltering and public work operations during power outages.
City of Belton	Install culverts to raise sinking streets (Calvary St. & Brookside Circle) and piping at Brazil St.	Will prevent streets from washing out during flood events and will mitigate flooding from state road runoff.
Town of Honea Path	Install backup generator for police department, public works, town hall community center.	Will enable emergency operations even during power outage.
Town of Honea Path	Purchase Ham (Oxcom) radio repeater system	Increase resilience and inoperability during disasters.
Town of Pendleton	Build a new fire station due to increased residential development.	Will increase emergency response capabilities.
Town of Pendleton	Add backup generators to sewer pump lift stations.	Will enable standard operations even during power outage.
Oconee County (includes all municipalities)	Replace county-wide communications systems.	Increase resilience and inoperability during disasters

SECTION 10

PLAN MAINTENANCE

This section discusses how the Anderson and Oconee County Mitigation Strategy and Mitigation Action Plan will be implemented and how the Multi-Jurisdictional Hazard Mitigation Plan will be evaluated and enhanced over time. This section also discusses how the public will continue to be involved in a sustained hazard mitigation planning process. It consists of the following four subsections:

- ❖ 10.1 Monitoring and Evaluating the Previous Plan
- ❖ 10.2 Implementation and Integration
- ❖ 10.3 Monitoring, Evaluation, and Enhancement
- ❖ 10.4 Continued Public Involvement

44 CFR Requirement

44 CFR Part 201.6(c)(4)(i):

The plan shall include a plan maintenance process that includes a section describing the method and schedule of monitoring, evaluating and updating the mitigation plan within a five-year cycle.

44 CFR Part 201.6(c)(4)(ii):

The plan maintenance process shall include a process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

10.1 MONITORING AND EVALUATING THE PREVIOUS PLAN

Since the previous plans were adopted, each jurisdiction has worked to ensure that mitigation was integrated into local activities and that the mitigation plan was appropriately implemented. The participants outlined a process in the previous mitigation plans for monitoring and evaluating the plan throughout the interim period between plan updates.

All participants were ultimately successful in implementing the monitoring and evaluation processes that were outlined in previous plans as the county and participated in annual meetings to discuss the mitigation plans and the priorities that were outlined in them. The specific processes are outlined below with an explanation of how the monitoring and evaluating process was carried out as well as any changes that were identified that would be useful to implement during the next update.

Anderson and Oconee County Multi-Jurisdictional Plan

The Anderson and Oconee County Hazard Mitigation Plan (2018) included a review process and progress report on the plan. This review process was carried out by the County Emergency Management Staff to evaluate progress on the plan. During this review process, the Hazard Mitigation Planning Team, which was composed of a representative from each jurisdiction, used established criteria to assess the plan's

SECTION 10: PLAN MAINTENANCE

effectiveness as well as any issues encountered in terms of implementing the plan.

Once the progress and issues were documented, the Planning Team made recommendations for changes to the plan and the overall evaluation process. Although there were some minor revisions made to the plan during the interim update period, there were few major revisions identified during this time, and the Planning Team generally agreed that the plan was on course and that the monitoring and evaluating process itself was sufficient to ensure implementation of the plan.

The planning team noted that while reporting was done on the progress of the plan through the interim review period, a notable area of opportunity/improvement for the Anderson and Oconee County Hazard Mitigation Team is to hold annual meetings wherein the entire Hazard Mitigation Planning Team meets at one time to discuss the progress reports.

10.2 IMPLEMENTATION AND INTEGRATION

Each agency, department, or other partner participating under the Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan is responsible for implementing specific mitigation actions as prescribed in the Mitigation Action Plan. Every proposed action listed in the Mitigation Action Plan is assigned to a specific “lead” agency or department in order to assign responsibility and accountability and increase the likelihood of subsequent implementation.

In addition to the assignment of a local lead department or agency, an implementation time period or a specific implementation date has been assigned in order to assess whether actions are being implemented in a timely fashion. When applicable, potential funding sources have been identified for proposed actions listed in the Mitigation Action Plan.

The participating jurisdictions will integrate this Hazard Mitigation Plan into relevant city, town, and county government decision-making processes or mechanisms where feasible. This includes integrating the requirements of the Hazard Mitigation Plan into other local planning documents, processes, or mechanisms, such as comprehensive or capital improvement plans, when appropriate. The members of the Hazard Mitigation Planning Team will remain charged with ensuring that the goals and mitigation actions of new and updated local planning documents for their agencies or departments are consistent with, or do not conflict with, the goals and actions of the Hazard Mitigation Plan and will not contribute to increased hazard vulnerability in Anderson and Oconee County.

Since the previous plan was adopted, each jurisdiction has worked to integrate the hazard mitigation plan into other planning mechanisms where applicable/feasible. Examples of how this integration has occurred have been documented in the Implementation Status discussion provided for each of the mitigation actions found in Section 9. Specific examples of how integration has occurred include:

- ❖ Integrating the mitigation plan into reviews and updates of floodplain management ordinances
- ❖ Integrating the mitigation plan into reviews and updates of emergency operations plans
- ❖ Integrating information in the mitigation plan into county Geographic Information Systems
- ❖ Integrating the mitigation plan into the local reserve fund through identification of mitigation

actions that require local funding

Opportunities to further integrate the requirements of this Plan into other local planning mechanisms shall continue to be identified through future meetings of the Planning Team and the review process described herein. Although it is recognized that there are many possible benefits to integrating components of this Plan into other local planning mechanisms, the development and maintenance of this stand-alone Multi-Jurisdictional Hazard Mitigation Plan is deemed by the Planning Team to be the most effective and appropriate method to implement local hazard mitigation actions at this time.

10.3 MONITORING, EVALUATION, AND ENHANCEMENT

Periodic revisions and updates of the Multi-Jurisdictional Hazard Mitigation Plan are required to ensure that the goals of the Plan are kept current, considering potential changes in hazard vulnerability and mitigation priorities. In addition, revisions may be necessary to ensure that the Plan is in full compliance with applicable federal and state regulations. Periodic evaluation of the Plan will also ensure that specific mitigation actions are being reviewed and carried out according to the Mitigation Action Plan.

The Anderson and Oconee County Hazard Mitigation Planning Team shall meet once every year to evaluate the progress attained and to revise, where needed, the activities set forth in the Plan. This meeting shall be held in the month upon which final plan approval is attained; however, it may be necessary to schedule in the month prior or after in any given year, depending on the schedules of local officials. The findings and recommendations of the Planning Team will be documented in the form of a report that can be shared with interested municipalities, the county, and other stakeholders. The Planning Team will also meet following any disaster events warranting a reexamination of the mitigation actions being implemented or proposed for future implementation. This will ensure that the Plan is continuously updated to reflect changing conditions and needs within Anderson and Oconee County. The Emergency Management Coordinator will be responsible for reconvening the Hazard Mitigation Planning Team for these reviews.

Five Year Plan Review

The Plan will be thoroughly reviewed by the Anderson and Oconee County Hazard Mitigation Planning Team every five years to determine whether there have been any significant changes in Anderson or Oconee County that may, in turn, necessitate changes in the types of mitigation actions proposed. New development in identified hazard areas, an increased exposure to hazards, an increase or decrease in capability to address hazards, and changes to federal or state legislation are examples of factors that may affect the necessary content of the Plan.

The plan review provides each County/municipal officials with an opportunity to evaluate those actions that have been successful and to explore the possibility of documenting potential losses avoided due to the implementation of specific mitigation measures. The plan review also provides the opportunity to address mitigation actions that may not have been successfully implemented as assigned. The Anderson County Emergency Management Planner will be responsible for reconvening the Planning Team and conducting the five-year review.

During the five-year plan review process, the following questions will be considered as criteria for assessing the effectiveness and appropriateness of the Plan:

- ❖ Do the goals address current and expected conditions?
- ❖ Has the nature or magnitude of risks changed?
- ❖ Are the current resources appropriate for implementing the Plan?
- ❖ Are there implementation problems, such as technical, political, legal or coordination issues with other agencies?
- ❖ Have the outcomes occurred as expected?
- ❖ Did county departments participate in the plan implementation process as assigned?

Following the five-year review, any revisions deemed necessary will be summarized and implemented according to the reporting procedures and plan amendment process outlined herein. Upon completion of the review and update/amendment process, the Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan will be submitted to the State Hazard Mitigation Officer at the South Carolina Emergency Management Division (SCEMD) for final review and approval in coordination with the Federal Emergency Management Agency (FEMA).

Because the plan update process can take several months to complete, and because Federal funding may be needed to update the plan, it is recommended that the five-year review process begin at the beginning of the third year after the plan was last approved. This will allow the participants in the Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan to organize in order to seek Federal funding if necessary and complete required plan update documentation before the plan expires at the end of the fifth year.

Disaster Declaration

Following a disaster declaration, the Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan will be revised as necessary to reflect lessons learned or to address specific issues and circumstances arising from the event. It will be the responsibility of the Anderson County Emergency Management Director to reconvene the Hazard Mitigation Planning Team and ensure the appropriate stakeholders are invited to participate in the plan revision and update process following declared disaster events.

Reporting Procedures

The results of the five-year review will be summarized by the Planning Team in a report that will include an evaluation of the effectiveness of the Plan and any required or recommended changes or amendments. The report will also include an evaluation of implementation progress for each of the proposed mitigation actions, identifying reasons for delays or obstacles to their completion along with recommended strategies to overcome them.

Plan Amendment Process

Upon the initiation of the amendment process, representatives from Anderson County, Oconee County, and the participating municipalities will forward information on the proposed change(s) to all interested parties including, but not limited to, all directly affected county/municipal departments, residents, and businesses. Information will also be forwarded to the South Carolina Emergency Management Division. This information will be disseminated in order to seek input on the proposed amendment(s) for no less than a 45-day review and comment period.

At the end of the 45-day review and comment period, the proposed amendment(s) and all comments will

SECTION 10: PLAN MAINTENANCE

be forwarded to the Planning Team for final consideration. The Planning Team will review the proposed amendment along with the comments received from other parties, and, if acceptable, the committee will submit a recommendation for the approval and adoption of changes to the Plan.

In determining whether to recommend approval or denial of a Plan amendment request, the following factors will be considered by the Planning Team:

- ❖ There are errors, inaccuracies, or omissions made in the identification of issues or needs in the Plan.
- ❖ New issues or needs have been identified which are not adequately addressed in the Plan.
- ❖ There has been a change in information, data, or assumptions from those on which the Plan is based.

Upon receiving the recommendation from the Planning Team, and prior to adoption of the Plan, the participating jurisdictions will hold a public hearing. The governing bodies of each participating jurisdiction will review the recommendation from the Planning Team (including the factors listed above) and any oral or written comments received at the public hearing. Following that review, the governing bodies will take one of the following actions:

- ❖ Adopt the proposed amendments as presented
- ❖ Adopt the proposed amendments with modifications
- ❖ Refer the amendments request back to the Planning Team for further revision
- ❖ Defer the amendment request back to the Planning Team for further consideration and/or additional hearings

Incorporation into Existing Planning Documents

The Hazard Mitigation Planning Team intends to make available to each County and its municipalities a process by which the requirements of this hazard mitigation plan will be incorporated into other plans. During the planning process for new and updated local planning documents, such as a comprehensive plan, capital improvements plan, or emergency management plan to name a few examples, the Office of Emergency Management will provide a copy of the Hazard Mitigation Plan to the advisory committee of each relevant planning document. The Office of Emergency Management will advise the advisory committee members to ensure that all goals and strategies of new and updated local planning documents are consistent with the Hazard Mitigation Plan and will not increase hazard vulnerability in the jurisdictions.

This process will be carried out for each of the planning documents described in Section 7: *Capability Assessment* of this document. It should also be noted that most jurisdictions within the county are participants in the county-level version of each type of plan and do not have stand-alone municipal plans of their own. Therefore, when the Office of Emergency Management shares and advises on the Hazard Mitigation Plan, they are acting on behalf of the municipalities. It should be further noted that due to the smaller size of many municipalities, municipal representatives of the Hazard Mitigation Planning Team are often the same person who participates in the update of comprehensive plans, zoning ordinances, and other planning documents. As such, much of the engrained knowledge these officials have gained from participating in the hazard mitigation planning process is transferred to these processes.

Therefore, each municipality's process for integrating the Hazard Mitigation Plan into other planning mechanisms is the same as the county-level process because these planning mechanisms are carried out as countywide plans or ordinances and each community's stake in each process is intricately linked.

10.4 CONTINUED PUBLIC INVOLVEMENT

44 CFR Requirement

44 CFR Part 201.6(c)(4)(iii):

The plan maintenance process shall include a discussion on how the community will continue public participation in the plan maintenance process.

Public participation is an integral component to the mitigation planning process and will continue to be essential as this Plan evolves over time. As described above, significant changes or amendments to the Plan shall require a public hearing prior to any adoption procedures.

Other efforts to involve the public in the maintenance, evaluation, and revision process will also be made. These efforts include:

- ❖ Advertising meetings of the Hazard Mitigation Planning Team in local newspapers, public bulletin boards, and/or county and municipal office buildings
- ❖ Designating willing and voluntary citizens and private sector representatives as official members of the Planning Team
- ❖ Utilizing local media to update the public on any maintenance and/or periodic review activities taking place
- ❖ Utilizing the websites of participating jurisdictions to advertise any maintenance and/or periodic review activities taking place
- ❖ Keeping copies of the Plan in public locations



**Annex A - Plan Adoption Annex: Anderson and Oconee County
Multi-Jurisdictional Hazard Mitigation Plan March 2023**

Annex B - Meeting Times and Attendance Rosters Annex: Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan March 2023

Hazard Mitigation Plan Meetings

Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan March 2023

Date:	Activity:	Type:
October 4, 2022	Director Hawkins alerted the Anderson County Local Emergency Planning Committee that the 2023 plan updates would be open for public comment in the upcoming months.	Public
December 6, 2022	James McAdams, ACSO-EMD Planner presented an update on the Hazard Mitigation Plan at the Anderson County Local Emergency Planning Committee Meeting; plan review will start after kick off meeting.	Public
January 19, 2023	Kickoff meeting conducted at Anderson Emergency Operations Center and Virtual	Stakeholders SCEDM Anderson and Oconee County Leadership
January 27, 2023	Municipal leaders and stakeholders were invited to the Anderson County Emergency Operations Center to review and discuss the 2023 plan update.	Stakeholders
January 22, 2023	Website and info update to give public the ability to view meeting dates, log on to website to attend meetings and important info on the Mitigation Plan.	Stakeholders/ Public
February 1, 2023	First public information meeting Anderson	Stakeholders/ Public
February 8, 2023	Second public information meeting Anderson	Stakeholders/ Public
February 9, 2023	Meeting with Alicia Hunter, Anderson County Director Development Standards/Land Use and Barry Holcombe, Anderson County Director Building Standards/Permits; to discuss NFIP/flood information, building standards other county building ordinances infonnation.	Stakeholder/ Subject Matter Expert
Wed February 15, 2023	Oconee County HMP	Stakeholders/ Public
February 16, 2023	Third public infonnation meeting Anderson	Stakeholders/ Public
February 22, 2023	Fourth public information meeting Anderson	Stakeholders/ Public
Tuesday February 28, 2023	Oconee County HMP	Stakeholders/ Public
March 1, 2023	Fifth public information meeting Anderson	Stakeholders/ Public
Thursday March 2, 2023	Oconee County HMP	Stakeholders/ Public
March 7, 2023	Anderson and Oconee County meeting via conference call to discuss any updates to the Mitigation Plan	Stakeholders
Tuesday March 7, 2023	Oconee County HMP	Stakeholders/ Public
March 8, 2023	Sixth public information meeting Anderson	Stakeholders/ Public

Hazard Mitigation Plan Meetings

Anderson and Oconee County Multi-jurisdictional Hazard Mitigation Plan March 2023

Thursday March 9, 2023	Oconee County HMP	Stakeholders/ Public
March 16, 2023	City of Anderson Municipal Stakeholders and County Emergency Management met at City Fire Station #3 to review and discuss and update municipal mitigation strategies for the 2023 plan update.	City of Anderson Stakeholder
March 20, 2023	Town of Honea Path Municipal Stakeholders and County Emergency Management met at Town of Honea Path Fire Station to review and discuss and update municipal mitigation strategies for the 2023 plan update.	Town of Honea Path Stakeholders
March 20, 2023	Town of Pendleton Municipal Stakeholders and County Emergency Management met at County Emergency Management Office to review and discuss and update municipal mitigation strategies for the 2023 plan update.	Town of Pendleton Stakeholders
March 22, 2023	Town of Pelzer West Pelzer Municipal Stakeholders and County Emergency Management met at County Emergency Management Office to review and discuss and update municipal mitigation strategies for the 2023 plan update.	Town of Pelzer West Pelzer Stakeholders
March 22, 2023	City of Belton Municipal Stakeholders and County Emergency Management met at City of Belton Fire Station to review and discuss and update municipal mitigation strategies for the 2023 plan update.	City of Belton Stakeholders
March 27, 2023	County of Anderson Municipal Stakeholders and County Emergency Management met at County Emergency Management Office to review and discuss and update municipal mitigation strategies for the 2023 plan update.	County of Anderson Stakeholders



FEMA HMGP 4492-02 GRANT KICK-OFF MEETING

HMGP Project#: 4492-02	Meeting Location: Virtual																																																																	
HMGP Representative: Jeff Hill	Date & Time of Meeting: Thursday, January 19, 2023, 10:00am																																																																	
Subrecipient: Anderson-Oconee Counties																																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">• FIRST NAME</th> <th style="width: 15%;">• LAST NAME</th> <th style="width: 25%;">• AREA OF RESPONSIBILITY</th> <th style="width: 15%;">• PHONE</th> <th style="width: 15%;">• E-MAIL</th> </tr> </thead> <tbody> <tr> <td>Jeff</td> <td>Hill</td> <td>SCEMO Representative</td> <td></td> <td></td> </tr> <tr> <td>Josh</td> <td>Hawkins</td> <td>Anderson EMO</td> <td></td> <td></td> </tr> <tr> <td>Cade</td> <td>Treffisen</td> <td>Anderson EMO</td> <td></td> <td></td> </tr> <tr> <td>Stacy</td> <td>Hanvey</td> <td>Anderson Finance</td> <td></td> <td></td> </tr> <tr> <td>James</td> <td>McAdams</td> <td>Anderson EMO</td> <td></td> <td></td> </tr> <tr> <td>Austin</td> <td>Elgin</td> <td>Anderson EMO</td> <td></td> <td></td> </tr> <tr> <td>Scott</td> <td>Smith</td> <td>Oconee County EMO</td> <td></td> <td></td> </tr> <tr> <td>Emily</td> <td>Hilley</td> <td>Oconee County EMO</td> <td></td> <td></td> </tr> <tr> <td>Scot</td> <td>Yarbrough</td> <td>SCEMO</td> <td></td> <td></td> </tr> <tr> <td>Nick</td> <td>Coconato</td> <td>SCEMO Representative</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	• FIRST NAME	• LAST NAME	• AREA OF RESPONSIBILITY	• PHONE	• E-MAIL	Jeff	Hill	SCEMO Representative			Josh	Hawkins	Anderson EMO			Cade	Treffisen	Anderson EMO			Stacy	Hanvey	Anderson Finance			James	McAdams	Anderson EMO			Austin	Elgin	Anderson EMO			Scott	Smith	Oconee County EMO			Emily	Hilley	Oconee County EMO			Scot	Yarbrough	SCEMO			Nick	Coconato	SCEMO Representative													
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Nick	Coconato	SCEMO Representative																																																																

Hazard Mitigation Grant Program - South Carolina Emergency Management Division

Natural Hazard Mitigation Plan Meeting Schedule

All meetings are open to the public and are scheduled weekly Wednesday@ 10:30am at the Anderson County Emergency Operations Center or virtual.

1 Feb 2023 Public Meeting (Anderson)

- Agenda Mitigation Plan Update/Review
- Scope of the Plan
- Municipal background
- Description of Planning process
- Questions/Comments/Next Meeting

8 Feb 2023 Public Meeting (Anderson)

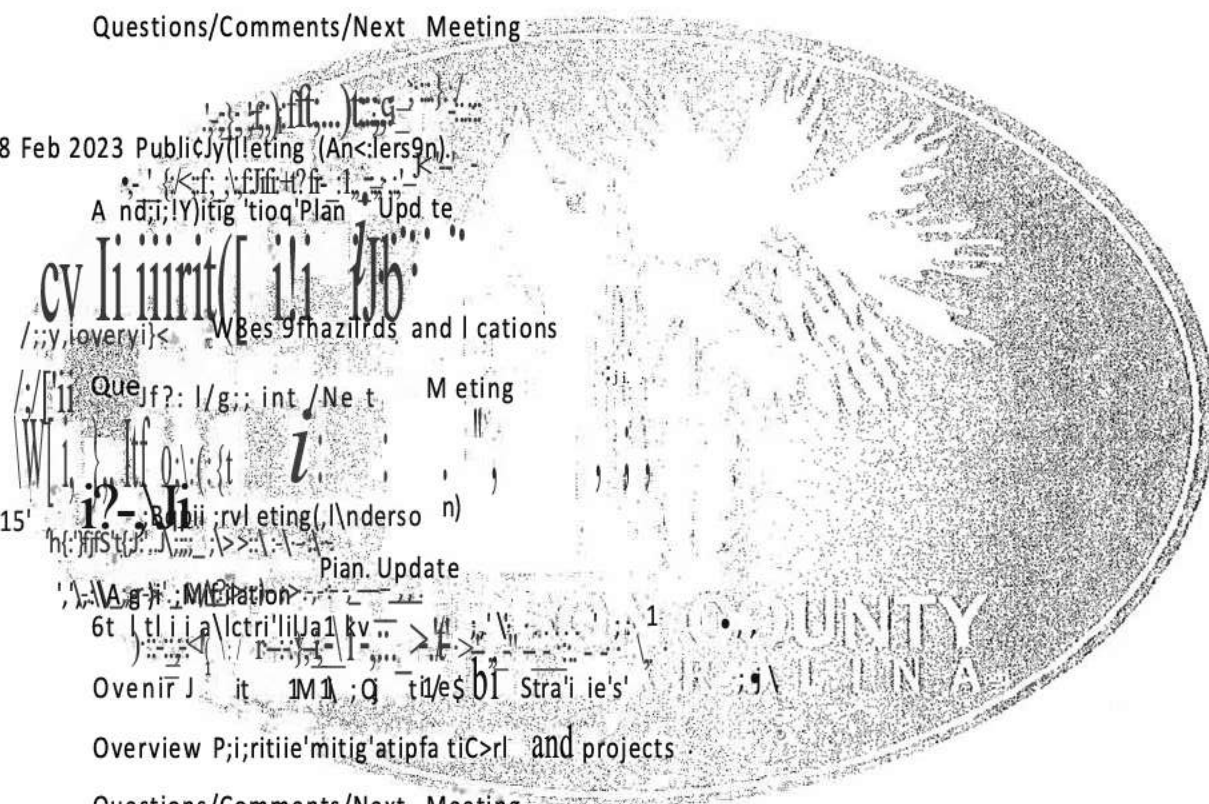
- Agenda Mitigation Plan Update
- Webinars and Locations
- Questions/Comments/Next Meeting

15 Feb 2023 Public Meeting (Anderson)

- Agenda Mitigation Plan Update
- Overview of mitigation strategies and projects
- Questions/Comments/Next Meeting

22 Feb 2023 Public Meeting (Anderson)

- Agenda Mitigation Plan Update
- Individual Municipal Mitigation Strategy
- Individual Municipal Mitigation Objectives and Strategies (City of Anderson, County of Anderson Iva, Pendleton & Starr)
- Individual Municipal Prioritize mitigation action and projects (City of Anderson, County of Anderson Iva, Pendleton & Starr)
- Questions/Comments/Next Meeting



1 Mar 2023 Public Meeting (Anderson)

Agenda Mitigation Plan Update

Individual Municipal Mitigation Strategy

Individual Municipal Mitigation Objectives and Strategies (Belton, Honea Path, Pelzer, West Pelzer & Williamston)

Individual Municipal Prioritize mitigation action and projects (Belton, Honea Path, Pelzer, West Pelzer & Williamston)

Questions/Comments/Next Meeting

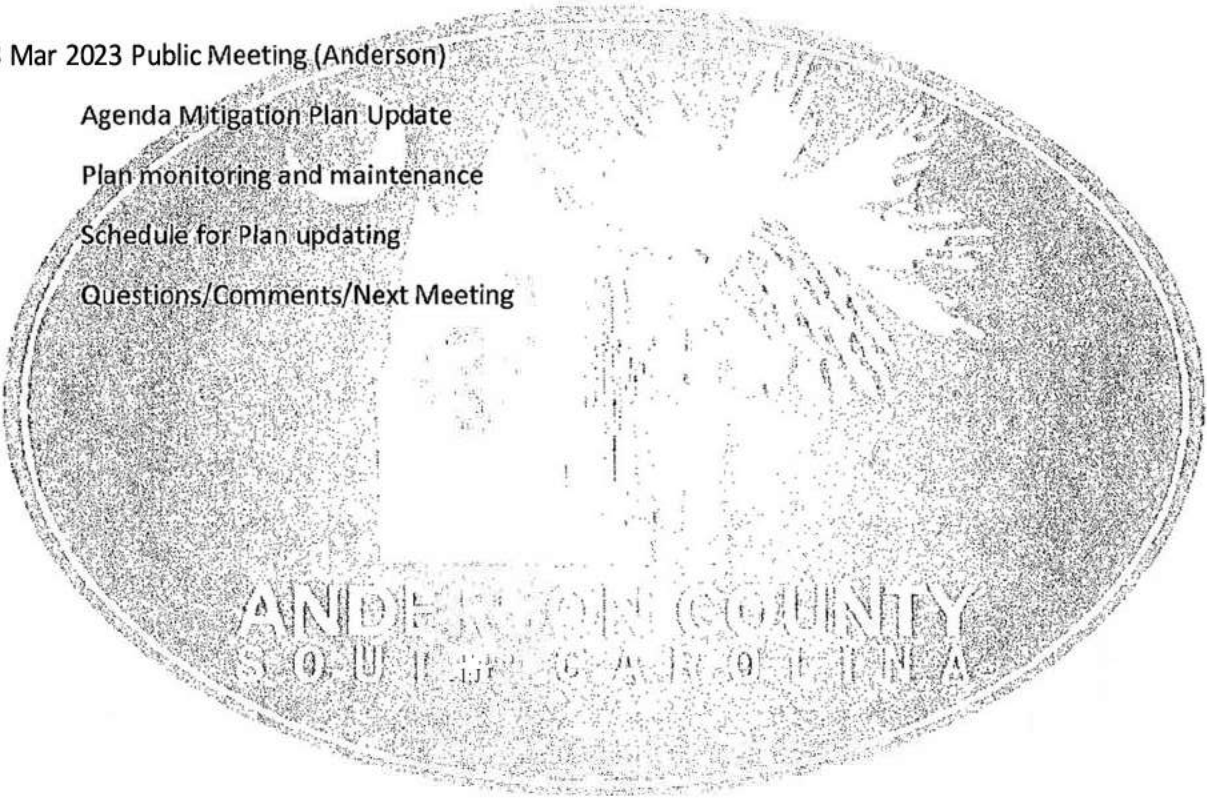
8 Mar 2023 Public Meeting (Anderson)

Agenda Mitigation Plan Update

Plan monitoring and maintenance

Schedule for Plan updating

Questions/Comments/Next Meeting



Natural Hazard Mitigation Plan Update



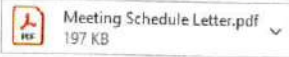
Joshua D. Hawkins

To: EMD Updates

Bcc: AllDepartmentHeads; Fire Chiefs; Municipal Police Chiefs; Mayors; Public Works; City Managers;
 Anderson County LEPC



Fri 1/27/2023 11:40 AM



Good Morning,

Attached is a letter to all of our stakeholders of the Anderson County Natural Hazard Mitigation Plan. We are starting the process of revising our Hazard Mitigation Plan as required by FEMA on a 5 year basis. We would like stakeholder input and welcome you to join us during our public meetings. These meetings will be held every Wednesday for the next 6 weeks starting at 10:30am at the Anderson County EOC or virtually at www.emd.andersonsheriff.org/hazardmitigation.

If you have any questions please address them to James McAdams at jmcadams@andersonsheriff.com.

Thank you,

Joshua Hawkins SC CEM | Director



200 Bleckley Street · Anderson SC 29625

O: 864.760.1464 | C: 864.617.0160 | emd.AndersonSheriff.org

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) ONLY. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.



ANDERSON COUNTY SHERIFF'S OFFICE
EMERGENCY MANAGEMENT DIVISION
JOSHUA HAWKINS, DIRECTOR

January 27, 2023

RE: Anderson Oconee County Hazard Mitigation Plan Update.

Anderson and Oconee County and their incorporated jurisdictions are updating the 2017 County Natural Hazard Mitigation Plan and we are seeking your input in the planning process. The purpose of the plan is to address hazard risks and vulnerabilities and identify achievable mitigation actions to make our community safer and more resilient to hazards. This planning process incorporates the four phases of the Disaster Mitigation Act (DMA) of 2000 as well as the 10 steps of Activity 510 Floodplain Management Planning of the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program.

Our objective in reaching out to other agencies and stakeholders is to coordinate with those who may bring additional information to the planning process regarding hazard risks and vulnerability issues within Anderson and Oconee County. Any information, studies, etc. that may supplement the work of the established Hazard Mitigation Planning Committee (HMPC) would be welcomed. Additionally, we invite your input on our draft Hazard Identification & Risk Assessment, which can be found on our plan website: emd.andersonsheriff.org/hazardmitigation We will also be making the full draft plan available for review and comment on the plan website once it's completed.

If you have any questions, would like to submit data or information for the HMPC's consideration, or would like to receive a notice about opportunities to attend future planning meetings or review the draft plan, please contact the County Emergency Operations Center <https://www.emd.andersonsheriff.org/>

Upcoming meetings are scheduled each week @10:30am starting February 1st, 8th, 15th, 22nd, March 1st and March 8th all meetings will be held at the Anderson Emergency Management Office located at 200 Bleckley Street and their will also be a virtual option. Please visit emd.andersonsheriff.org/hazardmitigation for additional information. Thank you for your support of this important planning process.

Should you have additional questions of us please contact James McAdams, jmcadams@andersonsheriff.com.

Joshua Hawkins SC CEM | Director



200 Bleckley Street · Anderson SC 29625

O: 864.760.1464 | C: 864.617.0160 | emd.AndersonSheriff.org

200 Bleckley St. Anderson, SC 29625
Phone: (864) 332-5732

EMD Update Group Email:

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Management

February 7 •

We are looking for your input on the Anderson County Natural Hazard Mitigation Plan. Citizens of Anderson County are encouraged to join us in meetings every Wednesday at 10:30am for the next 5 weeks while we work through revising our Natural Hazard Mitigation Plan. You can find more information, meeting times, locations and virtual options on our website.



**EMERGENCY
MANAGEMENT**

ANDERSON COUNTY, SOUTH CAROLINA

emd.andersonsheriff.org

Meetings for the Hazard Mitigation Plan Update are open to all members of the public.



Anderson Master Agenda HMP



Sign In Now

February 1, 2023

Click to join the meeting
virtually
10:30am

February 8, 2023

Click to join the meeting
virtually
10:30am

February 15, 2023

Click to join the meeting
virtually
10:30am

February 22, 2023

Click to join the meeting
virtually
10:30am

March 1, 2023

Click to join the meeting
virtually
10:30am

March 8, 2023

Click to join the meeting
virtually
10:30am

Meetings for the Hazard Mitigation Plan Update are open to all members of the public.



Anderson Master Agenda HMP



Sign In Now

February 1, 2023

Click to join the meeting
virtually
10:30am

February 8, 2023

Click to join the meeting
virtually
10:30am

February 15, 2023

Click to join the meeting
virtually
10:30am

February 22, 2023

Click to join the meeting
virtually
10:30am

March 1, 2023

Click to join the meeting
virtually
10:30am

March 8, 2023

Click to join the meeting
virtually
10:30am

Submission Date	First Name	Last Name
Feb 1, 2023	Ken	Mullinax
Feb 1, 2023	Randy	Bratcher
Feb 1, 2023	Anita	Donley
Feb 1, 2023	Cory	Freeman
Feb 1, 2023	Adam	Cromer
Feb 1, 2023	Lacrecia	Bilbrey
Feb 1, 2023	Ashley	Morgan
Feb 1, 2023	Mary	Ruediger
Feb 1, 2023	Austin	Elgin
Feb 1, 2023	Emily	Hilley
Feb 1, 2023	Joshua	Hawkins
Feb 1, 2023	Cheryl	Bequette
Feb 1, 2023	Austin	Elgin
Feb 1, 2023	Crystal	Bulman
Feb 1, 2023	Charlie	King
Feb 1, 2023	James	McAdams
Feb 1, 2023	Cade	Treffelsen
Feb 1, 2023	Jennifer	Elgin

Submission Date	First Name	Last Name	Email
Feb 8, 2023	Greg	Elgin	
Feb 8, 2023	Brian	Moon	
Feb 8, 2023	Joey	Freeman	
Feb 8, 2023	Lisa	Holden	
Feb 8, 2023	Austin	Elgin	
Feb 8, 2023	Emily	Hilley	
Feb 8, 2023	Scott	Smith	
Feb 8, 2023	Crystal	Bulman	
Feb 8, 2023	Anita	Donley	
Feb 8, 2023	Teryi	Louch	
Feb 8, 2023	Mary	Ruediger	
Feb 8, 2023	James	McAdams	
Feb 8, 2023	Cheryl	Bequette	
Feb 8, 2023	Joshua	Hawkins	
Feb 8, 2023	Cade	Treffeisen	



OCONEE COUNTY EMERGENCY SERVICES

216 EMERGENCY LANE, WESTMINSTER, SOUTH CAROLINA 29693

"ONE COUNTY, ONE MISSION!"

February 9, 2023

*****PUBLIC NOTICE*****

Emergency Services will be hosting five (5) public forums to identify potential hazards in Oconee County for mitigation planning purposes. All meetings will be held in the Oconee County Emergency Operations Center at 300 S Church Street, Walhalla, SC 292691 and available by Zoom. Oconee County Emergency Services invites the public to attend:

Wednesday, February 15, 2023 at 3:00 PM

Tuesday, February 28, 2023 at 11:00 AM

Thursday, March 2, 2023 at 11:00 AM

Tuesday, March 7, 2023 at 11:00 AM

Thursday, March 9, 2023 at 11:00 AM

Additional information will be provided on the Oconee County Emergency Services social media page (www.facebook.com/Oconeefire) prior to each meeting. For questions, please contact Oconee County Emergency Services at 864-638-4200.

Good morning,

My name is Emily Hilley and I work in the office of Oconee County Emergency Services assisting Deputy Director Scott Smith. We are going to be holding Hazard Mitigation Public Forum Meetings over the next two weeks, with our next one starting tomorrow at 11AM. The meetings are going to be located in the Emergency Operations Center, but will also be broadcast over Zoom. As valued members of our county and municipalities, we wish to extend an invitation for participation and provide a line of communication regarding the topic of hazard mitigation.

The meetings are scheduled to be:

Tuesday 2/28 @ 11AM

Thursday 3/2 @ 11AM

Tuesday 3/7 @ 11AM

Thursday 3/9 @ 11aM

You can find the Zoom link for tomorrow's meeting (Tuesday, February 28th) below. We will send out the invitations to the upcoming dates as soon as possible.

Scott Smith is inviting you to a scheduled Zoom meeting.

Topic: Hazard Mitigation Public Meetings

Time: Feb 28, 2023 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us05web.zoom.us/j/81173500593?pwd=NTBUeGY5N0tVa1Z1aHFtTmVSQmNRZz09>

Meeting ID: 811 7350 0593

Passcode: 5RFk5K

Oconee County HMP Meeting dates and times

Wednesday February 15th @ 3PM

Tuesday February 28th @ 11AM

Thursday March 2nd @ 11AM

Tuesday March 7th @ 11AM

Thursday March 9th @ 11AM



Oconee County Emergency Services

February 14 · 🌐

Oconee County Emergency Management will be holding a hazards mitigation public meeting , via Zoom, tomorrow beginning at 3pm. Please follow the link below to access the meeting via the internet.

Hazard mitigation planning helps to minimize the impact of many types of disasters that may affect our county.

Hazard Mitigation Public Meeting

Time: Feb 15, 2023 03:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us05web.zoom.us/j/87364647149...>

Meeting ID: 873 6464 7149

Passcode: xCJhr1

OCONEE COUNTY EMERGENCY SERVICES

Report of Training

Complete this form for all Oconee County Emergency Services, related training, both internal as well as external.

Subject: <u>Hazard Mitigation Mtg.</u>	Date: <u>15 Feb 23</u>	Office use only: Checked: <input type="checkbox"/> entered: <input checked="" type="checkbox"/>
Location: <u>Oconee County, EOC</u>	Time: <u>1500hrs</u>	Length: <u>30 minutes</u>
Department:	Night Drill: <input type="checkbox"/>	Automatic/ Mutual Aid Drill: <input type="checkbox"/>

Describe training performed and objectives met: _____

Students:

Name (print)	Signature
1. <u>Russ Warmath</u>	<u>Russ Warmath</u>
2. <u>Jim Gehrum</u>	<u>Jim Gehrum</u>
3. <u>Cindy Bibb</u>	<u>Cindy Bibb</u>
4. <u>Emily Hilley</u>	<u>Emily Hilley</u>
5. <u>James McAdams</u>	<u>(on zoom)</u>
6. <u>Austin Elgin</u>	<u>(on zoom)</u>
7. <u>John Vicker</u>	<u>(on zoom)</u>
8. <u>Julie Holland</u>	<u>Julie Holland</u>
9. <u>nita Galloway</u>	<u>n. galloway</u>
10. <u>Aaliyan Brownlee</u>	<u>A. Brownlee</u>
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

Instructors:

1. <u>Scott Smith</u>	_____
2. _____	_____

If more space is needed use additional forms and attach as needed.
 TR 10-09

Submission Date	First Name	Last Name	Email
Feb 15, 2023	Joshua	Hawkins	
Feb 15, 2023	Cory	Freeman	
Feb 15, 2023	Lisa	Holden	
Feb 15, 2023	Emily	Hilley	
Feb 15, 2023	Jeff	Caldwell	
Feb 15, 2023	Mary	Ruediger	
Feb 15, 2023	Alex	Kay	
Feb 15, 2023	Teryi	Louch	
Feb 15, 2023	James	McAdams	
Feb 15, 2023	Austin	Elgin	
Feb 15, 2023	Joshua	Hawkins	
Feb 15, 2023	Robert	Carroll	

Submission Date	First Name	Last Name	Email
22-Feb-23	Adam	Cromer	
22-Feb-23	Lacrecia	Bilbrey	
22-Feb-23	Crystal	Bulman	
22-Feb-23	James	McAdams	
22-Feb-23	Anita	Donley	
22-Feb-23	Austin	Elgin	
22-Feb-23	Teryi	Louch	
22-Feb-23	Joe	Kennedy	
22-Feb-23	Steitler	Buisch	
22-Feb-23	Mary	Ruediger	
22-Feb-23	Lisa	Holden	



Oconee County Emergency Services

February 27 at 2:41 PM · 🌐

Oconee County Emergency Management will be holding a hazards mitigation public meeting, via Zoom, tomorrow February 28th at 11 a.m.

Hazard mitigation planning helps to minimize the impact of many types of disasters that may affect our county.

Please follow the link/info below to access the meeting via the internet.

Join Zoom Meeting

<https://us05web.zoom.us/j/81173500593...>

Meeting ID: 811 7350 0593

Passcode: 5RFK5K

OCONEE COUNTY EMERGENCY SERVICES

Report of Training

Complete this form for all Oconee County Emergency Services related training, both internal as well as external.

Subject: <u>Hazard Mitigation</u>	Date: <u>28-Feb-23</u>	Office use only: Checked: <input type="checkbox"/> Entered: <input checked="" type="checkbox"/>
Location: <u>Oconee County EOC</u>	Time: <u>1100hrs</u>	Length:
Department:	Night Drill: <input type="checkbox"/>	Automatic/ Mutual Aid Drill: <input type="checkbox"/>

Describe training performed and objectives met: _____

Students:	Name (print)	Address
1.	<u>RICHARD St. JOHN (CERT)</u>	
2.	<u>Larry Sarraga (CERT)</u>	
3.	<u>Karel Sarraga (CERT)</u>	
4.	<u>NORMAN DUKES</u>	
5.	<u>Kevin Harbin Utilities director</u>	
6.	<u>Celia Myers</u>	
7.	<u>Zac Smith</u>	
8.	_____	
9.	<u>Austin Elgin</u>	
10.	<u>Cheryl Bequette</u>	
11.	<u>James Meadams</u>	
12.	<u>Kelly McCormick</u>	
13.	_____	
14.	_____	
15.	_____	

Instructors:		
1.	<u>Scott Smith</u>	
2.	_____	

If more space is needed use additional forms and attach as needed.
 TR 10-09

Submission Date	First Name	Last Name	Email
Mar 1, 2023	Scot	Yarbrough	
Mar 1, 2023	James	McAdams	
Mar 1, 2023	Scott	Smith	
Mar 1, 2023	Emily	Hilley	
Mar 1, 2023	Anita	Donley	
Mar 1, 2023	Ashley	Morgan	
Mar 1, 2023	Teryi	Louch	
Mar 1, 2023	Joe	Kennedy	
Mar 1, 2023	Mary	Ruediger	
Mar 1, 2023	Steitler	Buisch	
Mar 1, 2023	Mary	Ruediger	
Mar 1, 2023	Austin	Elgin	



Oconee County Emergency Services

March 1 at 1:37 PM · 🌐

Oconee County Emergency Management will be holding a hazards mitigation public meeting, via Zoom, tomorrow March 2nd, at 11 a.m.

Hazard mitigation planning helps to minimize the impact of many types of disasters that may affect our county.

Please follow the link/info below to access the meeting via the internet.

Join Zoom Meeting

<https://us05web.zoom.us/j/87488737131...>

Meeting ID: 874 8873 7131

Passcode: UR1R4H

OCONEE COUNTY EMERGENCY SERVICES

Report of Training

Complete this form for all Oconee County Emergency Services related training, both internal as well as external.

Subject: <u>Hazard Mitigation</u>	Date: <u>2.MAR-23</u>	Office use only: Checked: <input type="checkbox"/> entered: <input checked="" type="checkbox"/>
Location: <u>Oconee County EOC</u>	Time: <u>1100</u>	Length:
Department:	Night Drill: <input type="checkbox"/>	Automatic/ Mutual Aid Drill: <input type="checkbox"/>

Describe training performed and objectives met: _____

Students:	Address
Name (print)	
1. <u>James Coley</u>	
2. <u>Teresa Spicer</u>	
3. <u>Austin Elgin</u>	
4. <u>James McAdams</u>	
5. <u>Cheryl Bequette</u>	
6. <u>Karl Addis</u>	
7. <u>Bob Jones</u>	
8. <u>Doug Patterson</u>	
9. <u>Emily Hilley</u>	
10. _____	
11. _____	
12. _____	
13. _____	
14. _____	
15. _____	

Instructors:	
1. <u>Scott Smith</u>	
2. _____	

If more space is needed use additional forms and attach as needed.
 TR 10-09

OCONEE COUNTY EMERGENCY SERVICES

Report of Training

Complete this form for all Oconee County Emergency Services related training, both internal as well as external.

Subject: <u>Hazard Mitigation</u>	Date: <u>2-Mar-23</u>	Office use only: Checked: <input type="checkbox"/> entered: <input checked="" type="checkbox"/>
Location: <u>Oconee County EOC</u>	Time: <u>1100</u>	Length:
Department:	Night Drill: <input type="checkbox"/>	Automatic/Mutual Aid Drill: <input type="checkbox"/>

Describe training performed and objectives met: _____

Students:	Address
Name (print)	
1. <u>James Coley</u>	
2. <u>Teresa Spicer</u>	
3. <u>Austin Elgin</u>	
4. <u>James McAdams</u>	
5. <u>Cheryl Requette</u>	
6. <u>Karl Addis</u>	
7. <u>Bob Jones</u>	
8. <u>Doug Patterson</u>	
9. <u>Emily Hilley</u>	
10. _____	
11. _____	
12. _____	
13. _____	
14. _____	
15. _____	

Instructors:	
1. <u>Scott Smith</u>	
2. _____	

If more space is needed use additional forms and attach as needed.
TR 10-09



Oconee County Emergency Services

March 6 at 8:24 AM · 🌐

Oconee County Emergency Management will be holding a hazards mitigation public meeting , via Zoom, tomorrow (March 7th) beginning at 11 a.m. Please follow the link below to access the meeting via the internet.

Hazard mitigation planning helps to minimize the impact of many types of disasters that may affect our county.

Topic: Mitigation Public Meetings

Time: Mar 7, 2023 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us05web.zoom.us/j/86218400738...>

Meeting ID: 862 1840 0738

Passcode: 3hZLrZ

OCONEE COUNTY EMERGENCY SERVICES

Report of Training

Complete this form for all Oconee County Emergency Services, related training, both internal as well as external.

Subject: <u>Hazard Mitigation Public needs</u>	Date: <u>7-15-03</u>	Office use only: Checked: <input type="checkbox"/> entered: <input checked="" type="checkbox"/>
Location: <u>Oconee Count EOC</u>	Time: <u>1100</u>	Length:
Department:	Night Drill: <input type="checkbox"/>	Automatic/ Mutual Aid Drill: <input type="checkbox"/>

Describe training performed and objectives met: _____

Students:

Name (print)	Signature
1. <u>Louise McCullops 3076 Brookfield Dr Jensen</u>	<u>Louise McCullops (CERT)</u>
2. <u>Cindy Bobb 181 Cain Rd, Fair Play SC 29724</u>	<u>Cindy Bobb</u>
3. <u>P. Lang</u>	
4. <u>Annily Hillery</u>	
5. <u>Trena Smith</u>	
6. <u>James McAdams</u>	<u>Anderson EOC</u>
7. <u>Charvi Bequette</u>	<u>Anderson EOC</u>
8. <u>Austin Felton</u>	<u>Anderson EOC</u>
9. _____	
10. _____	
11. _____	
12. _____	
13. _____	
14. _____	
15. _____	

Instructors:

1. <u>Sgt. Smith</u>	
2. _____	

If more space is needed use additional forms and attach as needed.
 TR 10-09

Submission Date	First Name	Last Name	Email
Mar 8, 2023	Emily	Hilley	
Mar 8, 2023	James	McAdams	
Mar 8, 2023	Mary	Ruediger	
Mar 8, 2023	Ashley	Morgan	
Mar 8, 2023	Cheryl	Bequette	
Mar 8, 2023	Sheila	Kaiser	
Mar 8, 2023	Teryl	Louch	
Mar 8, 2023	Austin	Elgin	
Mar 8, 2023	Cade	Treffeisen	
Mar 8, 2023	Steitler	Buisch	



Oconee County Emergency Services

March 8 at 12:37 PM · 🌐

Oconee County Emergency Management will be holding a hazards mitigation public meeting , via Zoom, tomorrow (March 9th) beginning at 11 a.m. Please follow the link below to access the meeting via the internet.

Hazard mitigation planning helps to minimize the impact of many types of disasters that may affect our county.

Join Zoom Meeting

<https://us05web.zoom.us/j/84137859618...>

Meeting ID: 841 3785 9618

Passcode: 4X22V9

OCONEE COUNTY EMERGENCY SERVICES

Report of Training

Complete this form for all Oconee County Emergency Services, related training, both internal as well as external.

Subject: Hazard Mitigation Review	Date: 3/9/2023	Office use only: Checked: <input type="checkbox"/> entered: <input type="checkbox"/>
Location: Oconee County EOC	Time: 11am	Length:
Department:	Night Drill: <input type="checkbox"/>	Automatic/ Mutual Aid Drill: <input type="checkbox"/>

Describe training performed and objectives met: _____

Students:	Name (print)	Address	Email Address <small>-Signature</small>
1.	Zac Smith	(300 S. Church St. Washalla)	
2.	JIM GEHRM	(310 S. Church St. Washalla)	
3.	TOM WEIR	(800 S. Church St. Washalla)	
4.	STEVE GAGE	(800 S. Church St. Washalla)	
5.	Ross WARMATH	(800 S. Church St. Washalla)	
6.	Trena Smith		
7.	Sheila Cole	(800 S. Church St. Washalla)	
8.	Danny Edwards	(206 N. Church St. Washalla)	
9.	Austin Elgin	(agelgin@andersonsheriff.com)	
10.	James McAdams	(jmcadams@andersonsheriff)	
11.	Cade Treffisen	(ctreffisen@andersonsheriff)	
12.	Scott Parris	(200 N. Church St. Washalla)	
13.	Emily Hilley		
14.	_____	_____	_____
15.	_____	_____	_____









Instructors:

1. Scott Smith	
2. _____	_____

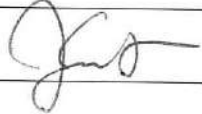



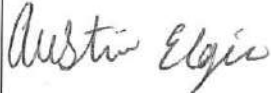



If more space is needed use additional forms and attach as needed.
 TR 10-09

Anderson Oconee Natural Hazards Mitigation Stakeholder "Mitigation Strategy Meeting" 03-16-3032

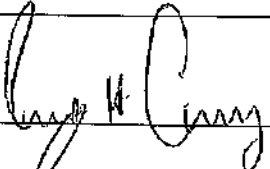
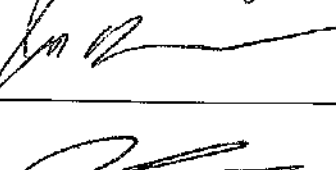
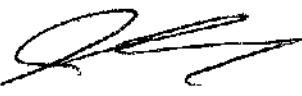

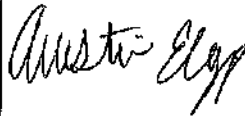
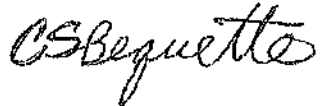
2023

<u>Municipality</u>	<u>Name</u>	<u>Title</u>	<u>Email</u>	<u>Signature</u>
City of Anderson	Charlie King	Fire Chief	cking@cityofandersonsc.com	
City of Anderson	Adam Cromer	Public Works	adcromer@cityofandersonsc.com	
Anderson Emergency Management	Joshua Hawkins	Emergency Management Director	jdhawkins@andersonsheriff.com	
Anderson Emergency Management	James McAdams	Emergency Management Planner	jmcadams@andersonsheriff.com	
Anderson Emergency Management	Austin Elgin	Emergency Management	agelgin@andersonsheriff.com	
EMD	Cade TTH Sr	PO	ctth@andersonsheriff.com	
COA	Larecia Bilbey	City Engineer	lbilbey@cityofanderson.com	
Anderson Emergency Management	Cheryl Bequette	Emergency Management	cbequette@andersonsheriff.com	

Anderson Oconee Natural Hazards Mitigation Stakeholder "Mitigation Strategy Meeting" 03-20-2023

Municipality	Name	Title	Email	Signature
Town of Honea Path	Jimmy Smith	Fire Chief	honeapathfireemschief@gmail.com	
Anderson Emergency Management	Joshua Hawkins	Emergency Management Director	jdhawkins@andersonsheriff.com	
Anderson Emergency Management	Cade R. Treffeisen	Emergency Management Deputy Director	crtreffeisen@andersonsheriff.com	
Anderson Emergency Management	James McAdams	Anderson Emergency Management Planner	jmcadams@andersonsheriff.com	
Anderson Emergency Management	Austin Elgin	Anderson Emergency Management	agelgin@andersonsheriff.com	
Anderson Emergency Management	Cheryl S. Bequette	Anderson Emergency Management	csbequette@andersonsheriff.com	
Town of Honea Path	Matt McCullagh	Utilities Director	hputilities2017@gmail.com	
Town of HONEA PATH	BARRY NEW	POLICE CHIEF	bnew@hpddept.com	

Anderson Oconee Natural Hazards Mitigation Stakeholder "Mitigation Strategy Meeting" 03-20-2023

Municipality	Name	Title	Email	Signature
Town of Pendleton	Robert Crosby	Police Chief	robertc@townofpendleton.org	
Anderson Emergency Management	Joshua Hawkins	Emergency Management Director	jdhawkins@andersonsheriff.com	
Anderson Emergency Management	Cade R. Treffeisen	Emergency Management Deputy Director	crtreffeisen@andersonsheriff.com	
Anderson Emergency Management	James McAdams	Anderson Emergency Management Planner	jmcadams@andersonsheriff.com	
Anderson Emergency Management	Austin Elgin	Anderson Emergency Management	agelgin@andersonsheriff.com	
Anderson Emergency Management	Cheryl S. Bequette	Anderson Emergency Management	csbequette@andersonsheriff.com	

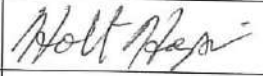

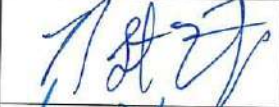










Anderson Oconee Natural Hazards Mitigation Stakeholder "Mitigation Strategy Meeting" 03-22-2023

Municipality	Name	Title	Email	Signature
Town of Pelzer / West Pelzer	Blake Sanders	Mayor	bsanders@westpelzer.com	<i>Telephone</i>
Town of Pelzer / West Pelzer	Cheryl Boudreau	Town Clerk	cboudreau@townofpelzer.us	<i>Telephone</i>
Anderson Emergency Management	Joshua Hawkins	Emergency Management Director	jdhawkins@andersonsheriff.com	<i>[Signature]</i>
Anderson Emergency Management	Cade R. Treffeisen	Emergency Management Deputy Director	crtreffeisen@andersonsheriff.com	<i>[Signature]</i>
Anderson Emergency Management	James McAdams	Anderson Emergency Management Planner	jmcadams@andersonsheriff.com	<i>[Signature]</i>
Anderson Emergency Management	Austin Elgin	Anderson Emergency Management	agelgin@andersonsheriff.com	<i>Austin Elgin</i>
Anderson Emergency Management	Cheryl S. Bequette	Anderson Emergency Management	csbequette@andersonsheriff.com	<i>CS Bequette</i>

Anderson Oconee Natural Hazards Mitigation Stakeholder "Mitigation Strategy Meeting" 03-22-2023

Municipality	Name	Title	Email	Signature
City of Belton	Alan Sims	City Administrator	alansims@cityofbeltonsc.com	
City of Belton	Brad Maness	Fire Chief	bmaness@cityofbeltonsc.com	<i>Brad Maness</i>
Anderson Emergency Management	Joshua Hawkins	Emergency Management Director	jdhawkins@andersonsheriff.com	<i>JH</i>
Anderson Emergency Management	Cade R. Treffeisen	Emergency Management Deputy Director	crtreffeisen@andersonsheriff.com	<i>Cade</i>
Anderson Emergency Management	James McAdams	Anderson Emergency Management Planner	jmcadams@andersonsheriff.com	<i>J McAdams</i>
Anderson Emergency Management	Austin Elgin	Anderson Emergency Management	agelgin@andersonsheriff.com	<i>Austin Elgin</i>
Anderson Emergency Management	Cheryl S. Bequette	Anderson Emergency Management	csbequette@andersonsheriff.com	<i>CS Bequette</i>
<i>City of Belton</i>	<i>Bo Barnes</i>	<i>Utility Director</i>	<i>bbarnes@cityofbeltonsc.com</i>	<i>Bo Barnes</i>

Anderson Oconee Natural Hazards Mitigation Stakeholder "Mitigation Strategy Meeting" 03-27-2023

Municipality	Name	Title	Email	Signature
County of Anderson	Holt Hopkins	Deputy Administrator	hhopkins@andersoncountysc.org	
County of Anderson	Matt Hogan	Director Roads & Bridges	wmhogan@andersoncountysc.org	
County of Anderson	Steve Newton	Administrator Office	snewton@andersoncountysc.org	
County of Anderson	Jon Batson	Storm Water Manager	jabatson@andersoncountysc.org	
County of Anderson	Derrick Singleton	Waste Water Manager	dbsingleton@andersoncountysc.org	
County of Anderson	Adam C. Westmoreland	County Communications Director	acwestmoreland@andersonsheriff.com	
Anderson Emergency Management	Joshua Hawkins	Emergency Management Director	jdhawkins@andersonsheriff.com	
Anderson Emergency Management	Cade R. Treffeisen	Emergency Management Deputy Director	crtreffeisen@andersonsheriff.com	
Anderson Emergency Management	James McAdams	Anderson Emergency Management Planner	jmcadams@andersonsheriff.com	
Anderson Emergency Management	Austin Elgin	Anderson Emergency Management	agelgin@andersonsheriff.com	
Anderson Emergency Management	Cheryl S. Bequette	Anderson Emergency Management	csbequette@andersonsheriff.com	
SCEMD	Nicholas Coconato	Hazard Mitigation Specialist	NCoconato@emd.sc.gov	
County of Anderson	Tim Haynes	WW Dept Engineer	THaynes@andersoncountysc.org	

James McAdams

To: Kwiatek, Denise; jstumpf@greenvillecounty.org; wblackwell@abbevillecountysc.com; javery@co.laurens.sc.us; wcabe@maconnc.org; kevin.shook@transylvaniacounty.org; todddillard@jacksonnc.org; calmond@elbert.net; tpartain@hartcountyga.gov; rparks@franklincountyga.gov; drhodes@stephenscountyga.gov; lsmith@habershamga.gov; bpanell@rabuncounty.ga.gov; cdickerson@andersonuniversity.edu; sarahmc@clemson.edu; rbowling@swu.edu; kkopera@tctc.edu

Cc: skrein@oconeesc.com; Scott Smith; Joshua D. Hawkins; Cade R. Treffeisen

Subject: "Draft" Natural Mitigation Plan

Attachments: Anderson & Oconee HMP SCEMD.docx

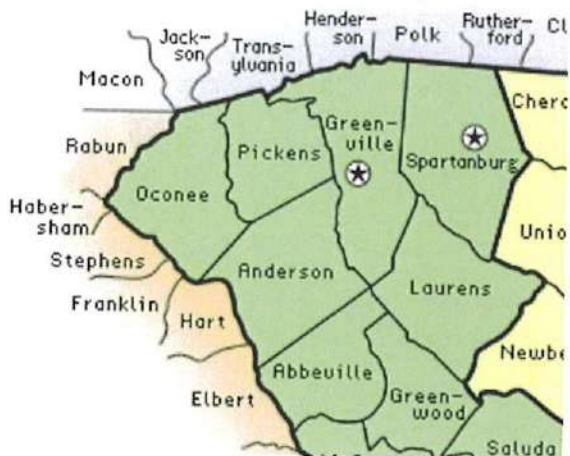
The planning process for updating our natural hazards mitigation plan allows for an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other non-profit interests to be involved in the planning process; to that end please review the attached draft mitigation plan and should you have comments please provide to the undersigned by April 30, 2023. Thanks, James

James McAdams MBA, MCJ, SC CEM | Emergency Planner



200 Bleckley Street · Anderson SC 29625
O: 864.332.5730 | C: 864.934.1078 | emd.AndersonSheriff.org

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South Carolina

- Pickens- Denise Kwiatek dkwiatek@co.pickens.sc.us
- Greenville- Jessica Stumpf jstumpf@greenvillecounty.org
- Abbeville- William Blackwell wblackwell@abbevillecountysc.com
- Laurens- Joey Avery javery@co.laurens.sc.us

North Carolina

- Macon- Warren Cabe wcabe@maconnc.org
- Transylvania- Kevin Shook kevin.shook@transylvaniacounty.org
- Jackson- Todd Dillard toddillard@jacksonnc.org

Georgia

- Elbert- Chuck Almond calmond@elbert.net
- Hart- Terell Partain tpartain@hartcountyga.gov
- Franklin- Ryan Parks rparks@franklincountyga.gov
- Stephens- Danielle Rhodes drhodes@stephenscountyga.gov
- Habersham- Lynn Smith lsmith@habershamga.gov
- Rabun- Brian Panell bpanell@rabuncounty.ga.gov

Colleges

- Anderson University- Charlie Dickerson cdickerson@andersonuniversity.edu
- Clemson University- Sarah Custer sarahmc@clemson.edu
- Souther Wesleyan- Rob Bowling rbowling@swu.edu
- Tri County- Ken Kopera kkopera@tctc.edu

**Annex C - Climate Change Annex: Anderson and Oconee County
Multi-Jurisdictional Hazard Mitigation Plan March 2023**

Annex C - Climate Change Annex: Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan March 2023

This annex provides an overview of Climate Change in Anderson and Oconee County and overall in South Carolina. It consists of the following four subsections:

- ❖ **What is climate change**
 - **How Is Climate Change Measured Over Time?**
- ❖ **How Climate Change affects Anderson Oconee county and the Upstate region**
 - **Climate Change effects on South Carolina:**
- ❖ **Possible mitigation actions Anderson and Oconee county may take to mitigate Climate Change**
 - **Correlation to Other Drivers**
 - **How will Anderson Oconee county address climate change**
 - **Implications for Emergency Management**

What Is Climate Change?

Climate change is generally defined as a significant variation of average weather conditions; conditions becoming warmer, wetter, or drier over several decades or more. It's the longer-term trend that differentiates climate change from natural weather variability.

Record floods. Raging storms. Deadly heat. Climate change manifests itself in myriad ways and is experienced by every living being, although not equally. Throughout the world, the economically disadvantaged and people of color those who have contributed the very least to the root causes of climate change are the most likely to suffer from its worst impacts.

Here are the basics on what causes climate change, how it's affecting the planet and its people, and what we can do about it.

Changes in the probability of future hazard events may include changes in location, increases or decreases to the impacts, and/or extent of known natural hazards, such as floods or droughts. Changes in temperature, intensity, hazard distribution, and/or frequency of weather events may increase vulnerability to these hazards in the future. FEMA's Climate Change Adaptation Policy (2011-OPPA-01) directs FEMA programs and policies to integrate considerations of climate change adaptation(1).

the challenges posed by climate change¹⁰, such as more intense storms, frequent heavy precipitation, heat waves, drought, extreme flooding, and higher sea levels, could significantly alter the types and magnitudes of hazards impacting states in the future. Due to the inherent

Climate Change Annex-C: Anderson and Oconee County Multi-Jurisdictional Hazard Mitigation Plan March 2023

uncertainties with projections of future hazard events, states are expected to look across the whole community of partners (for example, public, private, academic, non-governmental, etc.) to identify the most relevant data and select the most appropriate methodologies to assess risks and vulnerability.

(1) Authorities: The Homeland Security Act of 2002, as amended (6 U.S.C. 101 et seq.); the Stafford. The mitigation planning regulation (44 CFR Part 201) requires consideration of the probability of future hazard events as part of the risk assessment in order to reduce risks and potential damage. Past occurrences are important to a factual basis of hazard risk; however, State risk assessments characterize the impacts of natural hazard on both state assets as well as the jurisdictions throughout the state.

How Is Climate Change Measured Over Time?

Climate refers to the general weather conditions of a place as measured over many years. In the United States, for example, Maine's climate is cold and snowy in winter while South Florida's is tropical year-round. Climate change is a serious challenge for cities around the world. It threatens to increase vulnerabilities, destroy economic gains, and hinder social and economic development. Cities face significant impacts from climate change, both now and into the future. These impacts have potentially serious consequences for human health, livelihoods, and assets, especially for the urban poor, informal settlements, and other vulnerable groups. Climate change impacts range from an increase in extreme weather events and flooding to hotter temperatures and public health concerns. Cities in low-elevation coastal zones, for instance, face the combined threat of sea-level rise and storm surges. The specific impacts on each city will depend on the actual changes in climate experienced (for example, higher temperatures or increased rainfall), which will vary from place to place. Climate change will increase the frequency at which some natural hazards occur, especially extreme weather events, and introduce new incremental impacts that are less immediate. Cities have always lived with natural hazards, such as earthquakes, tsunamis, hurricanes, and flooding. In some situations, cities will experience an increase in the frequency of existing climate-related hazards, such as flooding. Climate change adaptation is the process of preparing for, and adjusting proactively to, climate change—both negative impacts as well as potential opportunities. Cities are often the first responders to climate impacts.

How Climate Change affects Anderson Oconee county and the Upstate region

Anderson and Oconee County are in the northwest corner of South Carolina. The Appalachian and Blue Ridge Mountains border the region to the northwest and the Atlantic Ocean is approximately 200 miles to the east. In comparison to the rest of South Carolina the climate of the upstate area is relatively mild, with an average temperature of 61.6 degrees Fahrenheit (Southeastern Regional Climate Center, 2022). This is slightly lower than other portions of the state such as the Columbia region, which has an average annual temperature of 63.1, and the Charleston region with an average annual temperature of 64.8 degrees. Precipitation is relatively constant throughout the year with an average of 4.3 inches of rain per month. The Columbia region averages 4 inches of rain per month while the Charleston region averages 4.2 inches per month. The growing season is from late March to early November and averages 225 days. The region is in an area that has a low natural disaster frequency, with an occasional, ice event,

tornado or flood accounting for most events. Climate Change affects the upstate region as noted in the following.

Climate Change effects on South Carolina:

South Carolina's climate is changing. Most of the state has warmed by one-half to one degree (F) in the last century, and the sea is rising about one to one-and-a-half inches every decade. Higher water levels are eroding beaches, submerging low lands, and exacerbating coastal flooding. Like other southeastern states, South Carolina has warmed less than most of the nation. But in the coming decades, the region's changing climate is likely to reduce crop yields, harm livestock, increase the number of unpleasantly hot days, and increase the risk of heat stroke and other heat-related illnesses.

Our climate is changing because the earth is warming. Since the late 1700s, people have increased the amount of carbon dioxide in the air by 40 percent. Other heat-trapping greenhouse gases are also increasing. These gases have warmed the surface and lower atmosphere of our planet about one degree during the last 50 years. Evaporation increases as the atmosphere warms, which increases humidity, average rainfall, and the frequency of heavy rainstorms in many places but contributes to drought in others.

Storms, Homes, and Infrastructure

Tropical storms and hurricanes have become more intense during the past 20 years. Although warming oceans provide these storms with more potential energy, scientists are not sure whether the recent intensification reflects a long-term trend. Nevertheless, hurricane wind speeds and rainfall rates are likely to increase as the climate continues to warm.

Whether or not storms become more intense, coastal homes and infrastructure will flood more often as sea level rises, because storm surges will become higher as well. Rising sea level is likely to increase flood insurance rates, while more frequent storms could increase the deductible for wind damage in homeowner insurance policies. Charleston and the barrier islands are especially vulnerable to the impacts of storms and sea level rise.

Changing the climate is also likely to increase inland flooding. Since 1958, the amount of precipitation during heavy rainstorms has increased by 27 percent in the Southeast, and the trend toward increasingly heavy rainstorms is likely to continue.

Agriculture Changing the climate will have both harmful and beneficial effects on farming. During the next few decades, hotter summers are likely to reduce yields of corn. But higher concentrations of atmospheric carbon dioxide increase crop yields, and that fertilizing effect is likely to offset the harmful effects of heat on cotton, soybeans, wheat, and peanuts—assuming that adequate water is available. More severe droughts, however, could cause crop failures. Higher temperatures are also likely to reduce livestock productivity, because heat stress disrupts the animals' metabolism.

Forests Higher temperatures and changes in rainfall are unlikely to substantially reduce forest cover in South Carolina, although the composition of trees in the forests may change. More droughts would reduce forest productivity, and climate change is also likely to increase the damage from insects and disease. But longer growing seasons and increased concentrations of carbon dioxide could more than offset the losses from those factors. Today forests cover two-thirds of the state. Loblolly pine trees dominate forests in most of the state, while oak, gum, and cypress trees are common in northeastern South Carolina; and oak and white pine are more common in the mountains. Changing the climate may alter the composition of forests throughout the state to more closely reflect the oak and white pine forests found today in the mountains.

Human Health Hot days can be unhealthy—even dangerous. Certain people are especially vulnerable, including children, the elderly, the sick, and the poor. High air temperatures can cause heat stroke and dehydration and affect people’s cardiovascular and nervous systems. Seventy years from now, temperatures are likely to rise above 95°F approximately 30 to 60 days per year in much of South Carolina, compared with about 15 such days today.

Warmer air can also increase the formation of ground-level ozone, a key component of smog. Ozone has a variety of health effects, aggravates lung diseases such as asthma, and increases the risk of premature death from heart or lung disease. EPA and the South Carolina Department of Health and Environmental Control have been working to reduce ozone concentrations. As the climate changes, continued progress toward clean air will be more difficult. *(South Carolina Department of Natural Resources)*

South Carolina’s diverse climate:

Despite the state's relatively small size, South Carolina boasts a rather diverse climate. Most of the state falls within the humid subtropical (Cfa) Köppen Climate Classification, resulting in hot, humid summers with mild winters. However, portions of the mountains in the South Carolina Upstate have fewer tropical characteristics. Several unique factors contribute to the temperature and precipitation patterns observed within its borders, including continental position and elevation.

Due to South Carolina's position within the mid-latitudes, the prevailing westerly winds help steer weather systems across the region, affecting the climate and weather of the state. Seasonally, the winds are primarily out of the southwest during the summer and the northwest during the winter.

It's position on the continent's eastern coast makes the state susceptible to cold air masses moving in from the northwest. The Appalachian Mountains tend to block most cold air outbreaks, contributing to the state's mild winters. However, cold air damming events occur mainly from October to May when cool air masses flow from the northeast and are funneled along the Appalachians' windward side. The down sloping winds, which warm the air by compression, can contribute to the warmer temperatures and rain shadow observed in the Midlands.

The presence of the Atlantic Ocean, with the Gulf Stream flowing northward off the coast, is important since land and water heat and cool at different rates. South Carolina's weather is dominated by the position of the Bermuda High during the warm season, which provides a persistent flow of warm, moist air into the region.

While the elevation changes from sea level along the 187-mile South Carolina coast to 3560 feet at the state's highest point, Sassafras Mountain in Pickens County, more than 90% of the state is at an elevation of less than 1,000 feet. These changes in elevation impact the temperature and precipitation trends observed across the Lowcountry, Midlands, Pee Dee, and Upstate regions.

South Carolina's geographic position at subtropical latitudes and adjacent to the Atlantic Ocean gives it a humid climate with hot summers and mild winters. The Appalachian Mountains to the north and west tend to partially shield the state from cold air masses approaching from the northwest, making winters milder than those in locations to the west of the mountains. However, the mountains are not high enough to fully block these air masses, so occasional periods of very cold conditions occur. Clockwise circulation of air around the Bermuda High, a semi-permanent high-pressure system in the North Atlantic Ocean, provides a persistent flow of warm, moist air from the Atlantic during the warmer half of the year. The annual average (1991–2020 normals) temperature varies across the state from the mid-50s (°F) in the mountains to the mid-60s (°F) along the coast. During January, average temperatures range from 40°F in the north to around 47°F in the Lowcountry. Similar northwest to southeast temperature gradients also occurs in the summer, with average temperatures in July ranging from 76°F in the northwest to 82°F in the Midlands and coastal Lowcountry.

Temperatures in South Carolina have risen more than 1°F since the beginning of the 20th century. The state warmed during the early part of the 20th century and then cooled substantially during the middle of the century. Warming has occurred since then, but only recently have temperatures reached the levels of the 1930s. (NOAA National Centers for Environmental Information | State Climate Summaries 2022 150-SC)

Global temperatures are projected to increase by a significant amount. Over the past 50 years, the average temperature in the United States has increased by about 2°F.¹ By the end of the century, global average temperatures are projected to increase 2.5°F to 11.5°F, depending on future emissions of heat-trapping gases.² Projected changes in long-term climate are expected to precipitate more frequent extreme events such as heat waves, heavy downpours, infectious diseases, drought, and flooding, which will affect many aspects of life throughout the United States, and the world.

The intensity of hurricanes is likely to increase. Over the past few decades, there is data suggesting higher than average numbers of severe hurricanes (category 4 and 5) are occurring.⁴ Tropical storms and hurricanes develop and gain strength over warm ocean waters. As oceans warm in response to a warmer climate, they will provide additional energy for hurricane growth. As ocean temperatures continue to increase in the future, it is likely that hurricane rainfall and wind speeds will increase. Simulation models suggest for each 1.8°F increase in tropical sea

surface temperatures, core rainfall rates from hurricanes will increase by 6 to 8 percent and the surface wind speeds of the strongest hurricanes will increase by approximately 1 to 8 percent.⁵ In the eastern Pacific, severe hurricanes have become stronger since the 1980s, even while the total number of storms has decreased.⁶

Sea levels will likely rise, although there is a great deal of uncertainty regarding how high. Projecting future sea levels presents special challenges.⁷ Because sea level processes are not well understood, it is difficult to predict their future impact. To that end, based on the state of science, the Intergovernmental Panel on Climate Change in 2007 conservatively projected that the world's ocean levels would rise from 8 inches to 2 feet by the end of this century.⁸ This would subject coastal areas to increasing risk from sea-level rise and storm surge, thus threatening homes and infrastructure including water, sewer, transportation, and communication systems. Should current trends continue along their present trajectory, many barrier islands and coastal marshes that protect the coastline and support healthy ecosystems will be lost.

Floods and droughts are likely to become more common and more intense. Regional and seasonal precipitation patterns are likely to change, and rainfall will become more concentrated into heavy events with longer, hotter dry periods in between.⁹ Climate change has already altered and will continue to alter the water cycle, affecting where, when, and how much water is available for all uses.¹⁰ In the United States, mid-continental areas and the Southwest are particularly threatened by future drought and longer lasting dry seasons.

The effects of climate change are likely to pose a threat to human health. The percentage of the U.S. population over age 65 is currently 12 percent and is projected to be 21 percent by 2050 (over 86 million people).¹¹ The elderly are expected to need different types of emergency services and supplies, particularly in environments presenting extreme weather conditions, such as heat waves. Heat is already the leading cause of weather-related deaths in the United States, with more than 3,400 deaths between 1999 and 2003 reported as a result of excessive heat exposure.¹² Heat waves are projected to become more frequent and severe due to climate change.¹³ Moreover, the risk of diseases transmitted by food, water, and insects may increase as a result of changing climatic conditions such as increasing temperatures, precipitation, and extreme weather events.¹⁴ This may occur because diseases and species will migrate as climate trends shift.

Possible mitigation actions Anderson and Oconee county may take to mitigate Climate Change:

Correlation to Other Drivers:

Critical Infrastructure: Much of the country's existing infrastructure (roads, bridges, water systems, electrical grids, dams, levees) is decades old. Heavy downpours are already coming more frequently and are very harmful to transportation and water treatment infrastructure. As global warming increases the competition for water access and use, the energy sector will be strongly affected because power plants require large amounts of water for cooling.¹⁵ Though

global warming may decrease demand for heating energy in the winter, it will increase demand for cooling energy in the summer.¹⁶ This will result in significant increases in electricity use and higher peak demand in most U.S. regions during the summer months. Many barrier islands and coastal marshes that protect the coastline and support healthy ecosystems will be lost.

Government Budgets: The current near-term forecasts for non-governmental and private organizations, local, state, and Federal budgets are grim and may lead to critical shortfalls in funding requirements vital to climate change initiatives, strategies, and investments. Tight budgets will mean fewer resources to address the impacts of climate change. Specifically, addressing aged infrastructure and disaster recovery efforts will be resource intensive. It is not yet clear if efforts such as cap-and-trade or the imposition of a carbon tax may generate revenue to fund such efforts—given the current national debate, such efforts may be used to offset current budget imbalances.

U.S. Demographic/Metro Area Populations: The impacts of climate change on cities are compounded by aging infrastructure, buildings, and population, as well as air pollution and population growth. As the U.S. population grows, ages, and becomes further concentrated in cities and coastal areas, society is faced with additional challenges. Population growth in the United States over the past century has been most rapid in the south, near coasts, and in large urban areas.

How will Anderson Oconee county address climate change: Anderson and Oconee county are a resilient community one that is prepared for existing and future climate impacts, thereby limiting their magnitude and severity. Once an impact occurs, Anderson and Oconee will be able as a resilient community to respond quickly and effectively, in an equitable and efficient way. Building resilience requires not only robust decision making by those in positions of formal authority, but also a strong web of institutional and social relationships that can provide a safety net for vulnerable populations. Through both formal planning activities and informal preparations, Anderson and Oconee county can build their capacity to adapt effectively to existing and future climate impacts, while also experimenting and innovating in policy making and planning. Increasing resiliency in Anderson and Oconee will involve addressing basic poverty reduction and sustainable development goals. Instead of seeing vulnerability to climate impacts as an additional concern, Anderson and Oconee can mainstream resilience into existing efforts.

Addressing climate change adaptation through the formal planning or policy-making process may make an effort to more durable in the long term, especially for a community in which a commitment to addressing climate change is largely based on a few public officials. Informal efforts, as well as initiatives that do not address climate change explicitly but still contribute to resilience, can also be valuable starting points.

Anderson and Oconee county may identify simple and low-cost (or no-cost) actions that can be implemented to increase resilience in their day-to-day operations. At the same time, given

resource constraints and competing priorities, Anderson and Oconee county may be able to pursue only a few large investments in climate change adaptation. This makes the evaluation and prioritization of potential adaptive responses all the more important. Anderson and Oconee may apply tools to identify and prioritize which proposed adaptive actions to pursue, as well as to evaluate the effectiveness of these actions once implementation is underway. Based on these analyses, they will be able to identify actions that generate net social or economic benefits independent of climate change. Low-cost actions can include short-term clearing of solid waste from urban waterways to prevent localized flooding because of clogged drains and public awareness efforts to share information about emergency evacuation and public health risks.

Implications for Emergency Management

The general comment from the emergency management community is that regardless of why the climate is changing, it is changing, and will affect how the community operates in the future. Research performed by the U.S. Global Change Research Program on the implications of climate change on the United States shows how it could affect emergency management. Climate change becomes particularly challenging when considered in combination with other drivers such as increased urban populations and aging critical infrastructure. Potential international impacts of climate change that could affect the United States include migration due to climate issues, increased conflict over resources, and shifting disease patterns. Many scientists and emergency managers recognize that storms are becoming more intense. They see the effects of climate change in events such as intensified wildfires, higher sea levels, extreme rainfall, windstorms, diseases spreading to new areas, and heat waves. There have been a number of record-setting severe weather events, from the Australian bushfires in February 2009, when hundreds of fires broke out during record-breaking temperatures, to the May 2010 flooding in Tennessee, which was the highest since recordkeeping began there in the 1880s. Anticipated climate change implications such as more intense storms and rising sea levels could demand more elaborate and extensive emergency response. More frequent heavy downpours and floods in urban areas, and more extensive coastal flooding will cause greater property damage, thus creating a heavier burden on emergency responders, and a growing financial toll on businesses and homeowners. Flood insurance program policies may have to be reevaluated. Higher threats of infectious diseases will likely require better coordination of emergency management and public health efforts. Emergency managers may have to be poised to pre-position more stocks to be responsive to potentially catastrophic events. The emergency management community may be required to reevaluate how services are provided to accommodate the potentially hazardous impacts of climate change, and implement comprehensive changes to strategic plans.

National Mitigation Framework (May 2013)

FEMA's Climate Change Adaptation Policy (January 2012)

Executive Order 13653: Preparing the United States for the Impacts of Climate

- 1 U.S. Global Change Research Program, "Global Climate Change Impacts in the United States", June 2009
- 2 U.S. Global Change Research Program, "Global Climate Change Impacts in the United States", June 2009
- 3 Ibid.
- 4 Ibid.
- 5 Ibid.
- 6 Ibid.
- 7 U.S. Global Change Research Program, "Global Climate Change Impacts in the United States, Highlights", June 2009
- 8 Ibid.
- 9 U.S. Global Change Research Program, "Global Climate Change Impacts in the United States", June 2009
- 10 Ibid.
- 11 Ibid.
- 12 Ibid.
- 13 Environmental Health Perspectives and the National Institute of Environmental Health Sciences, *A Human Health Perspective on Climate Change*, April 22, 2010.
- 14 Ibid.
- 15 U.S. Global Change Research Program, "Global Climate Change Impacts in the United States", June 2009
- 16 U.S. Global Change Research Program, "Global Climate Change Impacts in the United States, Highlights", June 2009
- 17 Ibid.
- 18 Nils Gilman, Doug Randall, Peter Schwarz, *Impacts of Climate Change*, Global Business Network, January 2007
- 19 Department of Homeland Security, Climate Change Adaptation Task Force, *Pre-Decision Draft, "Climate Change Adaptation Report"*, October 2010
- 20 U.S. Global Change Research Program, "Global Climate Change Impacts in the United States", June 2009
- 21 Ibid.
- 22 Nils Gilman, Doug Randall, Peter Schwarz, *Impacts of Climate Change*, Global Business Network, January 2007
- 23 Ibid.

RESCISSION OF GRANT AGREEMENT
AND WAIVER AND RELEASE OF DEED RESTRICTION

Deed Book 2641, Page 87

Deed Book 2645, Page 181

THIS RESCISSION OF GRANT AGREEMENT AND WAIVER AND RELEASE OF DEED RESTRICTION (this “Agreement”) is made and entered as of the _____ day of April, 2023 (the “Effective Date”) by and among Naturaland Trust (“Naturaland”) and Oconee County, South Carolina (“County”).

WITNESSETH:

WHEREAS, As set out in a Grant Agreement recorded January 14, 2021 in the Register of Deeds Office for Oconee County, South Carolina (the “Records”), in Deed Book 2645, Pages 181-184 (the “Grant Agreement”), and pursuant to Sections 2-398 through 2-409 of the Oconee County Code of Ordinances (the “Conservation Bank Ordinance”), the County, by and through the Oconee County Conservation Bank (“OCCB”) made a grant of \$66,100.00 (the “Grant”) to Naturaland Trust, which Grant was applied towards the purchase price for the acquisition of certain real property in Oconee County generally referred to as the Lyles Tract, said property consisting of 155.565 acres, more or less, and being more particularly described on “Exhibit A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Naturaland was conveyed fee simple title to the Property by Deed from the Estate of William C. Lyles, by Philip D. Lyles, personal representative, which Deed was recorded in the Records on December 29, 2020 in Deed Book 2641, Page 87 (the “Deed”); and

WHEREAS, Pursuant to the Conservation Bank Ordinance, the Grant Agreement, and at the request of OCCB, the Deed contains the notation: “Said premises are conveyed SUBJECT TO: the provisions of Sections 2-398 through 2-409 of the Oconee County Code of Ordinances such that the premises shall be permanently protected for conservation purposes” (the “Deed Restriction”); and

WHEREAS, The County and OCCB have approved Naturaland Trust’s intended transfer of the Property to the U.S. Forest Service (“USFS”) as the final conservation outcome, and it has now been determined that said transfer cannot be achieved, and USFS cannot accept title to the Property with the Grant Agreement and the Deed Restriction in effect,

NOW THEREFORE, Naturaland Trust and Oconee County, on behalf of itself and the Oconee County Conservation Bank, in consideration of the mutual promises and benefits herein provided, the receipt and sufficiency of which is hereby acknowledged, acknowledge and agree as follows:

1. Naturaland Trust shall, and does hereby return and refund to OCCB the full amount of the Grant, \$66,100.00, plus an additional \$3,900, for a total of \$70,000.00.
2. As of the Effective Date, The Grant, the Grant Agreement, and the Deed Restriction are rescinded, cancelled, and terminated, and all rights, benefits, or obligations arising thereunder, or imposed thereby are irrevocably waived, released, and of no further force and effect.
3. Naturaland may record this Agreement in the Records, and may record such other and further agreements or instruments as may be deemed necessary or desirable to cancel the Deed Restriction of record, to establish that the Grant Agreement and Deed Restriction are no longer in effect, and to consummate the conveyance of the Property to USFS. The County and OCCB will cooperate with Naturaland Trust and shall execute such other and further documents as may be reasonably necessary to achieve the purposes set forth herein.

[signatures on following pages]

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Rescission of Grant Agreement and Waiver and Release of Deed Restriction effective as of the date first written above.

Witnesses

OCONEE COUNTY

By: _____

Name: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF _____)

I, _____, a Notary Public for South Carolina, do hereby certify that Oconee County, by and through its duly authorized signatory, _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 20__.

_____ [SEAL]

Notary Signature

Print Notary name: _____

My commission expires: _____

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Rescission of Grant Agreement and Waiver and Release of Deed Restriction effective as of the date first written above.

Witnesses

NATURALAND TRUST

By: _____

Name: Frank S. Holleman III

Its: President

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF _____)

I, _____, a Notary Public for South Carolina, do hereby certify that Naturaland Trust, by and through its President, Frank S. Holleman III, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 20__.

_____ [SEAL]

Notary Signature

Print Notary name: _____

My commission expires: _____

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Rescission of Grant Agreement and Waiver and Release of Deed Restriction effective as of the date first written above.

Witnesses

OCONEE COUNTY CONSERVATION BANK

By: _____

Name: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF _____)

I, _____, a Notary Public for South Carolina, do hereby certify that _____, as _____ of Oconee County Conservation Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 20__.

_____ [SEAL]

Notary Signature

Print Notary name: _____

My commission expires: _____

EXHIBIT A
Legal Description

ALL that certain piece, parcel or tract of land situate, lying and being in Chattooga township, Oconee County, South Carolina, containing One Hundred Fifty-five and 565/1000 (155.565) acres, more or less, and being more particularly described by plat prepared by James G. Hart, RLS, dated April 4, 1988, and recorded in Plat Book A-20, page 9, records of Oconee County, South Carolina, reference to which plat is craved for a metes and bounds description thereof.

TMS # 080-00-02-001

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 16, 2023
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

PRT Commission State and Local ATAX recommendations of \$1,039,998 for FY2024. (See attached spreadsheet and supplemental budget) These requests were unanimously approved by the PRT Commission on 05/4/23.

BACKGROUND OR HISTORY:

PRT Commission and PRT staff recommends \$566,546 from Local ATAX for the FY24 Local ATAX Supplemental budget (attached) for routine expenditures eligible to offset general fund expenditures. Grant cycles and project specific funds will continue to be recommended at the quarterly meetings.

PRT Commission and PRT staff recommends \$326,452 from the 65% State ATAX Fund and an estimated \$147,000 from the 30% ATAX Fund for a total of \$473,452 for the FY24 Visit Oconee SC Budget. The 65% Funds are utilized for salaries to operate the Visit Oconee office and are reimbursed to the County quarterly. The 30% Funds, by state law, are specifically for tourism advertising and promotion, distributed quarterly and are market dependent.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: NO-ATAX grants

STAFF RECOMMENDATION:

Staff recommends approval of ATAX recommendations from the PRT Commission!

FINANCIAL IMPACT:

Local ATAX balance including encumbrances as of 5.1.23 = \$572,824.86

Local ATAX FY24 Revenue projection is \$1,095,000

65% State ATAX balance as of 5.5.22 = \$425,677

65% State ATAX FY24 Revenue projection = \$330,000

Back up material includes ATAX spreadsheet, FY24 Supplemental Budget and FY24 Budget summary

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Amanda Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Visit Oconee, SC FY24 ATAX Budget Summary

<u>65% State ATAX Fund</u>		
Salary, Wages and Fringe		\$ 326,452.00
President/CEO		
Sales Manager		
Content Specialists		
Customer Service/Data Analysts		
<u>30% State ATAX Fund-Estimated</u>		\$147,000.00
Digital Media		
Website, Content Development, Blogs, Newsletters, Social Media		
Advertising & Marketing		
SCPRT Vacation Guide, Discover Upcountry, Southern Living, Blue Ridge Outdoors, AAA Go Magazine, Tradeshow, Media Events, Visitors Guide		
Visitor Center Operations		
Supplies, Rent, Telecommunications, Maintenance, etc		
	Total State ATAX Budget	\$ 473,452.00

May-23

Local/State ATAX Recommendations-May 2023

Applicant	ATAX	Funds Requested	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
FY24 Supplemental Budget	Local	\$566,546	See attached Supplemental Budget	\$566,546	\$566,546
Visit Oconee SC (CVB) FY24 Funding	State ATAX	\$326,452	65% State ATAX Fund-\$289,761	\$326,452	\$326,452
Visit Oconee SC (CVB) FY24 Funding	State ATAX	<u>\$147,000</u>	30% State ATAX Fund- Estimated \$147,000	<u>\$147,000</u>	<u>\$147,000</u>
		\$1,039,998	Total State and Local ATAX Recommendations	\$1,039,998	\$1,039,998

Local Accommodations Tax Proposed Budget Supplements FY24



	Description	Current General Fund Amount	Proposed General Fund Amount	FY23 ATAX Supplement Amount	Proposed FY24 ATAX Supplement
County Park Maintenance Building & Grounds	Transfer all maintenance costs for County Parks over to local accommodations tax	\$0.00	\$0.00	\$100,000.00	\$100,000.00
County Park Seasonal Staffing \$13.50/hour	47% of Total Seasonal Costs (\$226,770)	\$141,130.00	\$141,130.00	\$78,453.00	\$126,647.00
County Park/Recreation Sites 50% Electrical	Offset General Fund 50% Electrical	\$119,000.00	\$59,500.00	\$0.00	\$59,500.00
Lake Hartwell lakeside parks	Maintenance, operations and staffing for 11 lake hartwell parks	\$0.00	\$0.00	\$30,000.00	\$30,000.00
University Interns	Four Interns-400 hours each-\$6,916 each			\$27,664.00	\$27,664.00
Park Programming	programming budgets for all County Parks	\$0.00	\$0.00	\$20,000.00	\$20,000.00
Marketing/Promotions	SC Sports Alliance, County Park, County General, Waterfall brochure	\$0.00	\$0.00	\$20,500.00	\$25,000.00
Safety	Radio, ad content, signage-visitor safety			\$20,000.00	\$20,000.00
Secondary Gateway Signage/ Signage repair	Secondary gateway signs and replacement wayfinding signs as needed			\$50,000.00	\$50,000.00
Docent Programming	15 hours/week (\$13,500)-General Store, Oconee Military, Cherokee Museum of South Carolina and Foothills Farmstead	\$0.00	\$0.00	\$49,960.00	\$54,000.00
Oconee History Museum Arts & Historical Specialists-Pay Grade 112	Position transferred FY23 to County employee-Local ATAX	\$0.00	\$0.00	\$53,735.00	\$53,735.00
Total Supplemental Budget					\$566,546.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 16, 2023

ITEM TITLE:

Procurement #: RFP 22-02 Title: Third Party Plan Review

Department(s): Planning

Amount: TBD

FINANCIAL IMPACT:

There is no dollar amount associated with this approval. If the applicant requests an expedited review, the fees will be the responsibility of the applicant. If the Planning Department requests a review, it will be paid from the Planning Department's Professional budget code.

The Oconee County Planning Department has experienced an increase in building applications and anticipates future workload increases. This request is for an as-needed, qualified firm to aid the County in review of plans submitted for residential or commercial building applications. This will ensure plans are reviewed in a timely manner for applicants and to provide additional support for citizens and staff.

BACKGROUND DESCRIPTION:

Request for Proposals, RFP 22-02, for Third Party Plan Review – Planning requested qualified firms to provide Plan Review Services when requested by the applicant. RFP 22-02 was issued on November 10, 2022, and sent to nine (9) firms, five proposals were received. An Evaluation Committee consisting of County Staff, reviewed and scored the proposals and recommended Procurement and Planning move forward with fee negotiations with the top two ranked firms. Staff proceeded with negotiations and the top ranked firm was unable to provide fees as requested and in the format used by the Planning Department. Staff is recommending award to the second ranked firm, Seamon, Whiteside and Associates, Inc., contingent on approval of 2023-2024 Budget, Planning Fee Schedules.

Plan review services shall include, but not limited to, site plans, residential subdivisions, mixed use district plans, storm water plans, road plans, Industrial Park plan reviews, Architectural Review Board (ARB) reviews, and Overlay zoning district reviews.

When the Planning Department has a plan to review and the applicant wants to expedite the review, they can request a Third Party Plan Review. The fee for this expedited review will be collected, at the time of application submission and paid, by the County to the Awarded Firm on a monthly basis. If subsequent reviews are required, the fee will be collected prior to the review.

The fees are as follows:

\$1,500.00 First Two Rounds of Review

\$500.00 Subsequent Reviews (each)

There may be times when the Planning Department will need to utilize this contract and the fees associated will be the same as the fees proposed by the Awarded Firm. When the Planning Department requests a review, it will be paid from the Planning Department's Professional budget code.

This contract will begin July 1, 2023 and end June 30, 2024. The County has the option to renew for up to four (4) one-year terms, providing the services are satisfactory.

ATTACHMENT(S):

1. Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the award of RFP 22-02 for Third Party Plan Review to Seamon, Whiteside & Associates of Greenville, SC., contingent on approval of 2023-2024 Budget, Planning Fee Schedules.
2. Authorize the County Administrator to execute the contract documents and to renew this contract for up to four (4) one-year renewals, providing the services provided are satisfactory.

Submitted or Prepared By: _____ **Approved for Submittal to Council:** _____
Tronda C. Popham, Procurement Director **Amanda F. Brock, County Administrator**

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A calendar with due dates marked may be obtained from the Clerk to Council.

Third Party Plan Review

RFP 22-02

Open Date: December 13, 2022 @ 2:00pm

SCORES - 500 point scale

Bidders	Bunnell Lammons Engineering	Clemson Building Solutions, LLC	D and S Associates, LLC	Seamon Whiteside	
Evaluator 1	500.00	340.00	261.67	500.00	
Evaluator 2	483.33	300.00	286.67	428.33	
Evaluator 3	490.00	276.67	240.00	373.33	
Evaluator 4	453.33	301.67	261.67	473.33	
Evaluator 5	470.83	401.67	420.83	431.67	
TOTAL SCORE	2397.49	1620.01	1470.84	2206.66	
RANKING	1	3	4	2	
AVERAGE SCORE	479.50	324.00	294.17	441.33	
AVERAGE RANKING	1	3	4	2	

Negotiations Top
2 Ranked

Bunnell Lammons Engineering	Seamon Whiteside
Negotiations Not Met	Negotiations Met

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 16, 2023

ITEM TITLE:

Title: Two (2) New Holland Tractors with Side Mount Side Mowers Department: **Roads & Bridges** Amount: **Tractor: \$151,395.98**
Mower: \$ 96,868.06
Total: \$248,264.04

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process. Finance Approval: _____
Funding from Capital Equipment/Vehicle Fund (325)
Budget: **\$248,264.04** Project Cost: **\$248,264.04** Balance: **\$0.00**

BACKGROUND DESCRIPTION:

These New Holland Powerstar Tractors with Tiger Side Mount Side Mowers will be used by the Mowing Crew for vegetation management along the 660 miles of County maintained right-of-ways. These tractors are replacing two (2) 2011 John Deere mowing tractors (210.04 – 4,472 hours and 210.08 – 5,531 hours), which will be sold as surplus or used in other County departments. The year model of the tractor and mower will be a 2023 or 2024 depending on the actual production date.

SPECIAL CONSIDERATIONS OR CONCERNS:

CNH Industrial America, LLC (New Holland) currently holds a State Contract for Large Tractors, contract number 4400024245; which offers 28% off list price. This SC State Contract allows government agencies to purchase directly from the manufacturer or authorized dealers. Old Stone Tractor of Anderson, SC is an authorized New Holland dealer. Old Stone Tractor will set up, deliver and service the equipment for any warranty work required.

Tiger Corporation currently holds a Sourcewell Contract for tractor-mounted mowers, contract number 070821-TGR; which offers 18% off list price. Sourcewell allows the Tiger Side Mount Mower to be sold and installed by Tiger Corporation Authorized dealers. Old Stone Tractor of Anderson, SC is an authorized dealer for Tiger tractor mounted mowers and will install, deliver and service the Tiger Side Mount Mower for any warranty work required.

The Vehicle Maintenance Director has reviewed and approves this purchase.

ATTACHMENT(S):

1. Pricing Breakdown Spreadsheet
2. Old Stone Quote - Tractor
3. Old Stone Quote - Mower
4. SC State Contract Information - New Holland
5. Sourcewell Contract Information – Tiger Corporation

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of Two (2) New Holland Tractors and Two (2) Tiger Side Mount Mowers from Old Stone Tractor of Anderson, SC per SC State Contract Number 4400024245 and Sourcewell Contract Number 070821-TGR, for a total purchase price of \$248,264.04.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____
Tronda Popham, Procurement Director Amanda Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

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Pricing Spreadsheet New Holland Powerstar Tractor and Tiger Side Mount Mower

STATE CONTRACT # 4400024245		MSRP	State Contract Discount	Discount Amount	State Contract Price
New Holland Powerstar 90 2WD cab Tractor		\$99,185.00	28%	\$27,771.80	\$71,413.20
Freight/Delivery					Included
Subtotal					\$71,413.20
Sales Tax (6%)					\$4,284.79
Grand Total for Tractor					\$75,697.99

SOURCWELL CONTRACT # 070821-TGR		MSRP	Sourcewell Contract Discount	Discount Amount	State Contract Price
Tiger TSR60 Side Mounted Mower		\$48,214.00	18%	\$8,678.52	\$39,535.48
1300lb Rear Wheel Weight		\$3,850.00	18%	\$693.00	\$3,157.00
Installation					Included
Freight					\$3,000.00
Delivery					Included
Subtotal					\$45,692.48
Sales Tax					\$2,741.55
Grand Total for Mower					\$48,434.03

New Holland Powerstar 90 2WD cab Tractor	\$75,697.99
Tiger TSR60 Side Mounted Mower	\$48,434.03
Grand Total for Tractor & Mower	\$124,132.02

Grand Total for Two (2) Tractors & Two (2) Mowers	\$248,264.04
--	---------------------



Anderson, SC

864-225-4639

Old Stone Tractor is pleased to quote the following machinery

5/4/23 SC State contract # 4400024245

New Holland Powerstar 90 2wd cab tractor

	MSRP \$99,185.00
-28% state contract discount	-(\$27,771.80)
Freight	inc. in price
Subtotal	\$71,413.20
Sales Tax (6% Oconee County)	\$4,284.79
Total purchase price	\$75,697.99

- 12x12 power shuttle transmission 30 kph
- Deluxe cab
- 9.5L-15 front tires
- 16.9x30 rear tires
- 540 rpm pto
- 3ph lift o matic
- 2 rear remotes
- Spare operators manual, service manual, & parts manual on USB drive
- Price includes delivery to 15079 Wells Hwy, Seneca, SC

Quote good for 10 days. Pricing subject to change due to volatile market.

Thanks

Chris Haley

Old Stone Tractor



Anderson, SC

864-225-4639

Old Stone Tractor is pleased to quote the following machinery

5/4/23 SC Sourcewell contract # 070821-TGR

Tiger TSR60 side mounted mower	MSRP \$48214.00
1300 lb rear wheel weight	\$3,850.00
-18% Sourcewell discount	-\$9,371.52
Freight	\$3,000.00
Subtotal	\$45,692.48
Sales Tax (6% Oconee County)	\$2,741.55
Total purchase price	\$48,434.03

- TSR60 side mower deck with F&R safety chains
- 2 spool valve kit installed in tractor to operate mower
- Grill guard w/pump guard
- Price includes complete installation of mower on tractor
- Price includes delivery to 15079 Wells Hwy, Seneca, SC

Quote good for 10 days. Pricing subject to change due to volatile market.

Thanks

Chris Haley

Old Stone Tractor



PROCUREMENT SERVICES

Refresh

Contract 4400024245

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Validity Start 08/07/2020

Validity End 08/06/2023

Target Value \$ 13,381,916.00

Bid Invitation [5400019565](#)

Contract Notes

Vendor 7000106459

Vendor Address CNH INDUSTRIAL AMERICA LLC
500 DILLER AVE MS 248
NEW HOLLAND PA 17557

District LANCASTER

Telephone (717) 327-6489

Minority Status Not Applicable

E-mail

Fax Number

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BUCHER, CHAD	Primary Contact	(717) 327-6489	chad.bucher@newholland.com
SHEAFFER, MIKE	GOVERNMENT SALES MANAGER MIDWEST & CANAD	(717) 413-6071	mike.sheaffer@newholland.com
SWETT, AMY	GOVERNMENT ACCOUNT MANAGER - NE & WEST	(717) 715-1437	aggovt@newholland.com

Attachments

3 Attachments found, displaying all Attachments.

Attachment Title	Date/Time Posted
Award Extension Notice 1.doc	07/15/2020 10:36:54 AM
Award Posting Notice.doc	07/15/2020 10:37:06 AM
Intnet to Award.docx	07/15/2020 10:37:21 AM

Contract Items

4 Items found, displaying all Items.

Item Pricing

- 00005 Tractors 75.1 - 95 PTO HP
Material Group: 97508 - agricultural tractors, mowers, implements and accessories rental or lease
Agency: Statewide
- 00006 Tractors 95.1 - 140 PTO HP
Material Group: 97508 - agricultural tractors, mowers, implements and accessories rental or lease
Agency: Statewide
- 00007 Tractors 140.1 - 225 PTO HP
Material Group: 97508 - agricultural tractors, mowers, implements and accessories rental or lease
Agency: Statewide
- 00008 Tractors 225.1 - 340 PTO HP
Material Group: 97508 - agricultural tractors, mowers, implements and accessories rental or lease
Agency: Statewide



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Statewide Term Contracts

Large Tractors & Mowers - 75.1 - 340 PTO HP

Classification	Contract Type	Manager	Phone#
Goods & Services	StateTerm	Ellicia Howard	803.737.0687

Description:

This is a statewide contract for the provision of agricultural tractors, mowers and multi-purpose units in the horsepower ranges listed. Any state agency, political subdivision, county government, municipal government, or other entity authorized to use state contracts may place orders.

When tractors and mowers are purchased as a unit, it will be the responsibility of the mower manufacturer to provide the mowers, install, and certify that the installation has been made at the mower factory or mower's authorized dealer on an approved make and model tractor and that the installation and operational loads do not exceed the tractor manufacturer limitations. State contract customers are not responsible for installing mowers and equipment on tractors. It will be the mower/mower dealer companies' responsibility and expense to arrange all installation of said equipment. All associated pricing for installation labor and/or supplies is included with the cost of the mower.

Each individual contract includes every model mower and/or tractor for the named Manufacturer's complete line of equipment in the PTO Horsepower ranges listed. Awards were made pursuant to each of the following categories of equipment

Mowers, Tractor Mounted, Front, Side, or Rear

Manufacturers:

- Alamo
- Bush-Whacker
- Diamond
- John Deere
- Terrain King

Tractors, Wheel Type, Industrial, 75.1 – 95 PTO HP

Manufacturers:

- ASV Holdings
- Case IH
- John Deere
- New Holland

Tractors, Wheel Type, Industrial, 95.1 – 140 PTO HP

* Same manufacturers as Tractors, Wheel Type, Industrial, 75.1 – 95 PTO HP

Tractors, Wheel Type, Industrial, 140.1 – 225 PTO HP

Manufacturers:

- Case IH
- John Deere
- New Holland

Tractors, Wheel Type, Industrial, 225.1 – 340 PTO HP

*Same manufacturers as Tractors, Wheel Type, Industrial, 140.1 – 225 PTO HP

Mult-Purpose Units

Manufacturers:

- Alamo
- ASV Holdings
- Atmax
- Energreen

Large Tractors & Mowers

Start Date: 08/07/2020 | **End Date:** 08/06/2023

Solicitation#: [5400019565](#)

Vendor: [Alamo Group \(TX\) Inc. \(Alamo\)](#)
Contract#: 4400024280
Vendor#: 7000197845
Email: nmoczygempa@alamo-group.com
Address: 1502 E Walnut St., Seguin, TX 78155
Phone#: (830) 372-9637

Mowers, Tractor Mounted, Front, Side, or Rear

Percentage Discounts Off Price List - 21%

Factory Installed Attachments & Accessories - 21 %
Dealer Installed Attachments & Accessories - 5 %
Additional Discount for orders of three (3) or more units - 2 %
Equipment Tiedown Installation, Stenciling & Centerline Markings - \$695.00
Discount for units picked up by agency at dealer's SC location - \$250.00
Warning Light Installation - TBD

DELIVERY (DAYS ARO): 90

Multi-Purpose Units

Percentage Discounts Off Price List - 20%

Factory Installed Attachments & Accessories - 20 %
Dealer Installed Attachments & Accessories - 5 %
Warning Light Installation -TBD
Equipment Tiedowns Installation, Stenciling, &Centerline Markings (For tractors bought without mowers installed) - \$0
Additional Discount for orders of three (3) or more units: 2 %
Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO): 180

Alamo Group (TX) Inc. Dealer List:

Ag-Pro, LLC – 5046 Hwy. 29N, Williamston, SC 29697. (864) 847-8499	www.agprocompanies.com
Altman Tractor Company – 1151 Hwy. 501 Business, Conway, SC 29526. (843) 347-4664	www.altmantractor.com
Altman Tractor Company – 1808 E. Pamplico Hwy., Florence, SC 29505. (843) 662-0151,	www.altmantractor.com
Blanchard Equipment Co., Inc. – 1080 Five Chop Road, Orangeburg, SC 29114. (803)534-3141	https://blanchardequipment.com/

Dobbs Equipment – 178 Seaboard Road, Andrews, SC 29510. (843)221-4940	https://dobbsequipment.com/
Dobbs Equipment – 4900 East Highway 501, Aynor, SC 29511. (843)358-5688	https://dobbsequipment.com/
Dobbs Equipment – 136 Acres Drive, Ladson, SC 29456.(843)572-0400	https://dobbsequipment.com/
Dobbs Equipment – 116 Corporate Drive, Simpsonville, SC 29681. (864)963-5835	https://dobbsequipment.com/
Dobbs Equipment – 4717 Jefferies Highway, Walterboro, SC 29488. (843)539-1420	https://dobbsequipment.com/
Dobbs Equipment – 3464 Sunset Blvd., West Columbia, SC 29169. (803)794-9430	https://dobbsequipment.com/
Quality Equipment – Hwy. 9 West, Clio, SC 29525. (843)586-2262	https://www.qualityequip.com/
Quality Equipment– 1424 Hwy. 9, Loris, SC 295690455. (843)756-6021	https://www.qualityequip.com/
Sparrow & Kennedy Tractor Co. - 462 Sumter Hwy, Bishopville, SC 29010 (803)484-5442	https://www.sparrowkennedy.com/
Sparrow & Kennedy Tractor Co. - 105 Corley Mill Rd, Lexington, SC 29072 (803)957-6642	https://www.sparrowkennedy.com/
Sparrow & Kennedy Tractor Co. - 305 E Boyce St, Manning, SC 29102 (803)435-8807	https://www.sparrowkennedy.com/
Sparrow & Kennedy Tractor Co. - 2060 S Live Oak Dr, Moncks Corner, SC 29461 (843)761- 3822	https://www.sparrowkennedy.com/
Sparrow & Kennedy Tractor Co. - 5730 Savannah Hwy, Ravenel, SC 29470 (843)769- 9881	https://www.sparrowkennedy.com/
Sparrow & Kennedy Tractor Co. - 2712 US 52 Hwy, Scranton, SC 29591 (843)389-2727	https://www.sparrowkennedy.com/
Sparrow & Kennedy Tractor Co. - 4328 Alligator Rd, Timmons ville, SC 161 (843)346- 3130	https://www.sparrowkennedy.com/

Percentage Discounts Off Price List

Factory Installed Attachments & Accessories - 21 %

Dealer Installed Attachments & Accessories - 5 %
Additional Discount for orders of three (3) or more units - 2 %
Equipment Tiedown Installation, Stenciling & Centerline Markings - \$695.00
Discount for units picked up by agency at dealer's SC location - \$250.00
Warning Light Installation - TBD

DELIVERY (DAYS ARO): 90

Contact: Nathan Moczygamba

Vendor: [Hall Manufacturing LLC \(Bush-Whacker\)](#)

Contract#: 4400024244

Vendor#: 7000058734

Email: tgring@bush-whacker.com

Address: PO Box 5638, North Little Rock AR 72119

Phone#: (501) 945-0072

Mowers, Tractor Mounted, Front, Side, or Rear

Percentage Discounts Off Price List - 40%

Factory Installed Attachments & Accessories - 40 %
Dealer Installed Attachments & Accessories - 40 %
Additional Discount for orders of three (3) or more units - 0 %
Equipment Tiedown Installation, Stenciling & Centerline Markings - \$ Included
Discount for units picked up by agency at dealer's SC location - \$0.00
Warning Light Installation - tbd

DELIVERY (DAYS ARO): 60-90

Contact: Thomas Gring

Vendor: [Blanchard Machinery Company \(Diamond\)](#)

Contract#: 4400024243

Vendor#: 7000052564

Email: dwise@blanchardmachinery.com

Address: PO Box 7517, West Columbia SC 29202

Phone#: (803) 309-7227

Fax#: (803) 333-8953

Mowers, Tractor Mounted, Front, Side, or Rear

Percentage Discount Off Price List - 27%

Factory Installed Attachments & Accessories - 27 %
Dealer Installed Attachments & Accessories - 27 %
Additional Discount for orders of three (3) or more units - 0 %
Equipment Tiedown Installation, Stenciling & Centerline Markings - \$ Included
Discount for units picked up by agency at dealer's SC location - \$0
Warning Light Installation - tbd

DELIVERY (DAYS ARO): 90

Contact: Don Wise

Vendor: Deere & Company (John Deere)

Contract#: 4400024242

Vendor#: 7000024002

Address: 2000 John Deere Run, Cary NC 27513

Fax#: (309) 749-2313

Mowers, Tractor Mounted, Front, Side, or Rear

Percentage Discounts Off Price List - 25%

Factory Installed Attachments & Accessories - 25 %

Dealer Installed Attachments & Accessories - 25 %

Additional Discount for orders of three (3) or more units - 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)

Equipment Tiedown Installation, Stenciling & Centerline Markings - \$400.00

Discount for units picked up by agency at dealer's SC location - \$0.00

Warning Light Installation - \$1,650.00 above cab - \$167.00 each for perimeter mounted warning light

DELIVERY (DAYS ARO): 90-180

Tractors, Wheel Type, Industrial, 75.1 – 95 PTO HP

Percentage Discounts Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %

Dealer Installed Attachments/Implements & Accessories - 25 %

Warning Light Installation - \$1,650.00 above cab - \$167.00 each for perimeter mounted warning light

Equipment Tiedown: Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$400.00

Additional Discount for orders of three (3) or more units - 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)

Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO): 90-180

Tractors, Wheel Type, Industrial, 95.1 – 140 PTO HP

Percentage Discounts Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %

Dealer Installed Attachments/Implements & Accessories - 25 %

Warning Light Installation - \$1,650.00 above cab - \$167.00 each for perimeter mounted warning light

Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$400.00

Additional Discount for orders of three (3) or more units - 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)

Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO): 90-180

Tractors, Wheel Type, Industrial, 140.1 – 225 PTO HP

Percentage Discounts Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %
 Dealer Installed Attachments/Implements & Accessories - 25 %
 Warning Light Installation - \$1,650.00 above cab - \$167.00 each for perimeter mounted warning light
 Additional Discount for orders of three (3) or more units - 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)
 Equipment Tiedown Installation, Stenciling & Centerline Markings (For tractors bought without mowers installed) - \$400.00
 Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO) - 90-180

Tractors, Wheel Type, Industrial, 225.1 – 340 PTO HP

Percentage Discounts Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %
 Dealer Installed Attachments/Implements & Accessories - 25 %
 Warning Light Installation - \$1,650.00 above cab - \$167.00 each for perimeter mounted warning light
 Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$400.00
 Additional Discount for orders of three (3) or more units: 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)
 Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO): 90-180

Contact: Andrew Roman
Phone: (800) 358-5010 ext. 2285
Email: GovContractSupport@JohnDeere.com

Alternate Contact:
 Stacy Engelmohr
Phone: (919) 749-0927
Fax: (309) 749-1575
Email: EngelmohrStacy@JohnDeere.com

John Deere Dealer List

Ag-Pro, 1509 Asheville Highway, Spartanburg, SC 29303	Government Sales Manager (864)583-8433, (864)585-5230 fax.
Ag-Pro, 2050 Sandifer Boulevard, Seneca, SC 29678	Government Sales Manager (864)882-3161, (864)882-6721 fax.
Ag-Pro, 3022 North Main Street, Anderson, SC 29621	Government Sales Manager (864)437-8868
Ag-Pro, 5046 Highway 29 N, Williamston, SC 29697	Government Sales Manager (864)847-8400, (864)847-8888 fax.
Blanchard Equipment Co. Inc., 100 Guess Blvd., Hampton, SC 29924	Government Sales Manager – (803)943-0012, (803)943-0215 fax.

Blanchard Equipment Co. Inc., 1080 Five Chop Road, Orangeburg, SC 29115	Government Sales Manager – (803)534-3141, (803)534-3567 fax.
Blanchard Equipment Co. Inc., 1100 West Main Street, Ridge Spring, SC 29129	Government Sales Manager – (803)685-2020, (803)685-2029 fax.
Blanchard Equipment Co. Inc., 1827 By Pass 72 Northeast, Greenwood, SC 29649.	Government Sales Manager – (864)833-5337, (864)833-5349 fax.
Blanchard Equipment Co. Inc., 2627 Colonel Thomson Highway, St. Matthews, SC 29135	Government Sales Manager – (803)874-3141, (803)874-3423 fax
Blanchard Equipment Co. Inc., 984 Highway 15 North, Saint George, SC 29477	Government Sales Manager – (843)563-4522, (843)563-9557 fax.
Blanchard Equipment Co. Inc., 1426 Wilson Road, Newberry, SC 29108	Government Sales Manager – (803)276-3083, (803)276-2633 fax.
Blanchard Equipment Co. Inc., 146 Old Wagener Road, Aiken, SC 29801	Government Sales Manager – (803)648-7884, (803)648-2669 fax.
Boyd Tire & Battery Service, 110 North Main Street, Clover, SC 29170	Government Sales Manager – (803)222-3231.
Carolina Lawn and Tractor, 4389 Wade Hampton Boulevard, Taylors, SC 29687	Government Sales Manager – (864)292-1842, (864)292-0978 fax
Greenville Turf & Tractor, 701 Sandy Springs Road, Piedmont, SC 29673	Government Sales Manager – (864)527-1050, (864)527-1051 fax
Greenville Turf & Tractor, 722 Mauldin Road, Greenville, SC 29607	Government Sales Manager – (864)299-1727
Greenville Turf & Tractor, 9454 S. Jacob Smart Boulevard, Ridgeland, SC 29936	Government Sales Manager – (888)746-8837, (877)811-9949 fax.
James River Equipment, 380 Anderson Road N., Rock Hill, SC 29730	Government Sales Manager – (803)325-1555, (803)325-1506 fax.
Revels Turf and Tractor, LLC, 3420 Macklin Road, Myrtle Beach, SC 29588	Government Sales Manager – (843)293-4900, (843)293-4902 fax
Southeast Farm Equipment, 1424 Highway 9 Bus. West, Loris, SC 29569	Government Sales Manager – (843)756-6021, (843)756-0518 fax
Southeast Farm Equipment, 2212 Highway 9 East, Clio, SC 29525	Government Sales Manager – (843)586-2262, (843)586-2671 fax

Sparrow & Kennedy Tractor, 105 Corley Mill Road, Lexington, SC 29072	Government Sales Manager – (803)957-6642, (803)957-8329 fax.
Sparrow & Kennedy Tractor, 2060 South Live Oak Drive, Moncks Corner, SC 29461	Government Sales Manager – (843)761-3822, (843)761-7899 fax
Sparrow & Kennedy Tractor, 2712 Highway 52, Scranton, SC 29591	Government Sales Manager – (843)389-2727, (843)389-7259 fax
Sparrow & Kennedy Tractor, 305 East Boyce Street, Manning, SC 29102	Government Sales Manager – (803)435-8807, (803)435-4722 fax
Sparrow & Kennedy Tractor, 4328 Alligator Road, Timmonsville, SC 29161	Government Sales Manager – (843)346-3130, (843)346-4536 fax
Sparrow & Kennedy Tractor, 462 Sumter Highway, Bishopville, SC 29010. Government Sales Manager – (803)484	Government Sales Manager – (803)484-5442, (803)484-5148 fax
Sparrow & Kennedy Tractor, 5730 Savannah Highway, Ravenel, SC 29470	Government Sales Manager – (843)769-9881, (843)769-9858 fax.

Vendor: [Terrain King Corporation \(Terrain King\)](#)

Contract#: 4400024249

Vendor#: 7000197709

Email: bids@terraining.com

Address: 1502 East Walnut, Seguin, TX 78155

Phone#: (800) 882-5756

Fax#: (800) 882-5758

Mowers, Tractor Mounted, Front, Side, or Rear

Percentage Discounts Off Price List - 22%

Factory Installed Attachments & Accessories - 22 %

Dealer Installed Attachments & Accessories - 5%

Additional Discount for orders of three (3) or more units - 2 %

Equipment Tiedown Installation, Stenciling & Centerline Markings - \$695.00

Discount for units picked up by agency at dealer's SC location - \$250.00

Warning Light Installation - TBD

DELIVERY (DAYS ARO): 90

Terrain King Corporation Dealer:

Steen Enterprises, 7634 Savannah highway, Adams Run, SC 29426. (843)889-2292, www.steenent.com

Contact: Brian Billeaudeau

Vendor: Sparrow & Kennedy Tractor Co Inc. (ASV Holdings)

Contract#: 4400024246

Vendor#: 7000123561

Email: brianjelrod@yahoo.com

Address: 2712 W. US Hwy 52, Scranton SC 29591

Phone#: (803) 957-8329

Tractors, Wheel Type, Industrial, 75.1 – 95 PTO HP

Percentage Discount Off Price List - 25%

Factory Installed Attachments & Accessories - 25 %

Dealer Installed Attachments & Accessories - 25 %

Warning Light Installation - Included

Equipment Tiedowns Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$600.00

Additional Discount for orders of three (3) or more units: - 2 %

Discount for units picked up by agency at dealer's SC Location - \$0.00

DELIVERY (DAYS ARO): 180

Tractors, Wheel Type, Industrial, 95.1 – 140 PTO HP

Percentage Discount Off Price List - 25%

Factory Installed Attachments & Accessories - 25%

Dealer Installed Attachments & Accessories - 25%

Warning Light Installation - Included

Equipment Tiedowns Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$600.00

Additional Discount for orders of three (3) or more units - 0%

Discount for units picked up by agency at Dealer's SC location - \$0.00

DELIVERY (DAYS ARO): 180

Multi-Purpose Units

Percentage Discount Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %

Dealer Installed Attachments/Implements & Accessories- 25 %

Warning Light Installation - Included

Additional Discount for orders of three (3) or more units - 0 %

Equipment Tiedown Installation, Stenciling & Centerline Markings (For tractors bought without mowers installed) - \$ 600.00

Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO): 180

Contact: Brian Elrod

Vendor: Carolina Agri Power LLC (Case IH)

Contract#: 4400024248

Vendor#: 7000186749

Email: ringram@carolinaap.com

Address: 2900 Five Chop Road, Orangeburg SC 29115

Phone#: (839) 356-0013

Fax#: (803) 534-7098

Tractors, Wheel Type, Industrial, 75.1 – 95 PTO HP

Percentage Discount Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %

Dealer Installed Attachments/Implements & Accessories - 25 %

Warning Light Installation- \$2,500.00

Additional Discount for orders of three (3) or more units - 3%

Equipment Tiedown Installation, Stenciling & Centerline Markings (For tractors bought without mowers installed) - \$150.00

Discount for units picked up by agency at dealer's SC location - \$250.00

Tractors, Wheel Type, Industrial, 95.1 – 140 PTO HP

Percentage Discounts Off Price List - 26%

Factory Installed Attachments/Implements & Accessories - 25 %

Dealer Installed Attachments/Implements & Accessories - 25 %

Warning Light Installation - \$2,500.00

Additional Discount for orders of three (3) or more units - 2%

Equipment Tiedown Installation, Stenciling & Centerline Markings (For tractors bought without mowers installed) - \$150.00

Discount for units picked up by agency at dealer's SC location - \$250.00

DELIVERY (DAYS ARO): 180

Tractors, Wheel Type, Industrial, 140.1 – 225 PTO HP

Percentage Discounts Off Price List - 27%

Factory Installed Attachments & Accessories - 25 %

Dealer Installed Attachments & Accessories - 25 %

Warning Light Installation - \$2,500.00

Equipment Tiedowns Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$150.00

Additional Discount for orders of three (3) or more units - 3%

Discount for units picked up by agency at dealer's SC location - \$250.00

DELIVERY (DAYS ARO): 180

Tractors, Wheel Type, Industrial, 225.1 – 340 PTO HP

Percentage Discounts Off Price List - 29%

Factory Installed Attachments & Accessories - 25 %

Dealer Installed Attachments & Accessories - 25 %

Warning Light Installation - \$2,500.00

Equipment Tiedowns Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$150.00

Additional Discount for orders of three (3) or more units - 3 %

Discount for units picked up by agency at dealer's SC location - \$250.00

DELIVERY (DAYS ARO): 180

Contact: Rob Ingram

Vendor: CNH Industrial America LLC / New Holland Agriculture (New Holland)

Contract#: 4400024245

Vendor#: 7000106459

Email: mike.sheaffer@newholland.com

Address: 500 Diller Ave, MB 248, New Holland PA 17557

Phone#: (717) 355-3681

Fax#: (877) 764-1369

Tractors, Wheel Type, Industrial, 75.1 – 95 PTO HP

Percentage Discounts Off Price List - 28%

Factory Installed Attachments/Implements & Accessories - 28 %

Dealer Installed Attachments/Implements & Accessories - 23 %

Warning Light Installation - TBD

Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$250.00

Discount for units picked up by agency at dealer's SC location - \$0.00

Additional Discount for orders of three (3) or more units - 0 %

DELIVERY (DAYS ARO): 180

Tractors, Wheel Type, Industrial, 95.1 – 140 PTO HP

Percentage Discounts Off Price List - 28%

Factory Installed Attachments/Implements & Accessories - 28 %

Dealer Installed Attachments/Implements & Accessories - 23 %

Warning Light Installation - TBD

Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$250.00

Additional Discount for orders of three (3) or more units - 2 %

Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO): 180

Tractors, Wheel Type, Industrial, 140.1 – 225 PTO HP

Percentage Discounts Off Price List - 30%

Factory Installed Attachments/Implements & Accessories - 30 %

Dealer Installed Attachments/Implements & Accessories - 23 %

Warning Light Installation - TBD

Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$250.00

Additional Discount for orders of three (3) or more units - 2 %

Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO): 180

Tractors, Wheel Type, Industrial, 225.1 – 340 PTO HP

Percentage Discounts Off Price List - 30%

Factory Installed Attachments/Implements & Accessories - 30 %

Dealer Installed Attachments/Implements & Accessories - 23 %

Warning Light Installation - TBD

Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$250.00

Additional Discount for orders of three (3) or more units:- 2%

Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO):180

New Holland Dealer Listing

Blanchard Machinery Company, 1410 Asheville Hwy., Spartanburg, SC 29303. (864)582-1245

Old Stone Tractor Company, Inc., 2404 Hwy. 29 North, Anderson, SC 29621. (864)225-4639

Altman Tractor & Equipment Co., Inc., 1808 East Pamplico, Florence, SC 29505. (843)662-0151

Altman Tractor & Equipment Co., Inc., 1151 Hwy. 501 Business, Conway, SC 29526. (843)347-4664

Blanchard Machinery Company, 151 Farmington Road, Summerville, SC 29486. (843)871-2000

Blanchard Machinery Company, 3984 Jefferies Highway, Walterboro, SC 29488. (843)538-2595

Blanchard Machinery Company, 851 Buckner Road, Columbia, SC 29203. (803)799-2286

Contact: Mike Sheaffer

Vendor: [Atmax Equipment Co \(Atmax\)](#)

Contract#: 4400024247

Vendor#: 7000156282

Email: anneg@mowermax.com

Address: 6902 E. 7th Ave., Tampa FL 33619

Phone#: (813) 634-1111 ext. 3

Multi-Purpose Units

Percentage Discounts Off Price List - 35%

Factory Installed Attachments/Implements & Accessories - 35 %

Dealer Installed Attachments/Implements & Accessories - 35 %

Warning Light Installation - Included

Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - Included

Additional Discount for orders of three (3) or more units - 1%

Discount for units picked up by agency at dealer's SC location - \$0.00

DELIVERY (DAYS ARO): 90-120

Contact: Anne Gilkerson

Vendor: [Energreen America Inc \(Energreen\)](#)

Contract#: 4400024260

Vendor#: 7000274034

Email: joyce.sanns@energreenamerica.com

Address: 1242 Nowells Drive, Augusta, GA 30901

Phone#: (706) 724-4739

Multi-Purpose Units

Percentage Discounts Off Price List - 10%

Factory Installed Attachments/Implements & Accessories - 10 %

Dealer Installed Attachments/Implements & Accessories - 10 %

Warning Light Installation - \$3,454.50

Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - Included in base model

Additional Discount for orders of three (3) or more units - 0%

Discount for units picked up by agency at dealer's SC location - \$250.00

DELIVERY (DAYS ARO): 120

Contact: Joyce Sans



Division of Procurement Services

1201 Main St., Suite 600 | Columbia, SC 29201

MAIN: 803.737.0600 | **FAX:** 803.737.0639



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- [National Institute of Governmental Purchasing \(NIGP\)](#)
- [Report Fraud \(Office of Inspector General\)](#)
- [South Carolina Enterprise Information System \(SCEIS\)](#)



Tiger

Contract Information

Cooperative Name	Sourcewell
Contract Name	Road Right-of-Way Maintenance Equipment
Contract Number	070821-TGR
Contract Term	08/06/2021 - 08/09/2025
Categories	Construction Equipment Construction Equipment: Specialty & Other Grounds & Ag Grounds & Ag: Mowers & Turf Parks, Recreation & Athletics Parks, Recreation & Athletics: Mowers & Turf Public Works Public Works: Public Utility Equipment Roads & Airports Roads & Airports: Mowers & Turf
Website	tigermowers.com/awarded-contracts

Benefits

Sourcewell contract 070821-TGR gives access to the following types of goods and services:

- Tractor & mower turnkeys
- Truck mounted mowers
- Boom mowers
- Rotary mowers
- Flail mowers
- Flail, rotary, & specialty heads
- 3-Point hitch mowers
- Wide-area flail mowers
- Flex-wing rotary mowers
- Wheel loader boom mowers
- Excavator attachments
- OEM replacement parts

Tiger Corporation #070821-TGR

Pricing for contract #070821-TGR is provided at 18% off MSRP to Sourcewell participating agencies.

Based upon order quantities of three (3) units or more on the same order, Tiger would offer an additional 2% discount.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY FINANCE DEPARTMENT

IN RE: Notice of Public Hearings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 04/29/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

Subscribed and sworn to before me this
04/29/2023



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

Carolina. It is further mutually understood and agreed that this conveyance is made subject to those easements and/or rights of way as may appear on the premises and/or of record and all zoning and setback requirements."

This is the property conveyed to Matthew T. Pitts by deed of Steve Freeman dated June 22, 2000, and recorded June 23, 2000, in Deed Book 1094 at Page 215 in the Register of Deeds Office for Oconee County, SC.

Tax Map Number:
316-04-02-157

The above property will be sold subject to ad valorem taxes which are not past due on the date of sale and will be sold subject to validly recorded easements, conditions, covenants, reservations, and restrictions, and to any state of facts, including unrecorded easements, which an accurate survey or physical inspection of the premises would show.

Inasmuch as Plaintiff has waived its right to a deficiency judgment herein, the bidding will not remain

tact Barbara Dyar at 864-838-7837 or bdyar@seneca.sc.us.

There will be a public hearing held on Tuesday, May 16, 2023 at 8pm in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following: ORDINANCE 2023-01 AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY

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Mini Warehouse

Inside • Outside • No Cameras
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654-1000

Notice of Public Hearings
State of South Carolina
County of Oconee
Before the Oconee County Council

Notice is hereby given that, pursuant to S.C. Code § 6-4-60, public hearings will be held in the Council Chambers of Oconee County, at 415 South Pine Street, Walhalla, South Carolina, on the following matters:

- (1) The Fiscal Year 2023-2024 Oconee County Budget, Ordinance No. 2023-01;
- (2) The Fiscal Year 2023-2024 School District of Oconee County Budget, Ordinance No. 2023-02 (final public hearing notice to be sent in future); and
- (3) The Fiscal Year 2023-2024 Koonce Fire Special Tax District Budget, Ordinance 2023-03.

The public hearings will commence at 6:00 p.m. on Tuesday, May 16, 2023 and June 6, 2023.

The following table reflects the proposed Fiscal Year 2023-2024 budgets for the meeting by County Council on May 2, 2023 and second reading by County Council on May 16, 2023, with 3rd and final reading June 6, 2023. (Note: Oconee County Council's review of the School District's budget is currently planned for readings on May 16, 2023, June 6, 2023, and June 20, 2023.)

	Approved FY 2023-2023		Proposed 2023-2024		Percent Change
	Expenditures	Revenues	Expenditures	Revenues	
County General Operations					
Emergency Services Protection Fund	\$68,997,000	\$68,997,000	\$68,231,000	\$68,231,000	7%
Sheriff Victim Services SRP	1,608,000	1,608,000	1,695,000	1,695,000	6%
Solicitor Victim Services SRP	123,336	123,336	123,336	123,336	0%
911 Communication SRP	77,532	77,532	77,532	77,532	0%
Road Maintenance Fund	994,000	994,000	794,000	794,000	-20%
Economic Development Capital Projects Fund	2,545,000	2,545,000	2,545,000	2,545,000	0%
Park Recreation Tourism Capital Projects Fund	1,221,500	1,221,500	3,807,000	5,807,000	379%
Bridge and Culvert Capital Project Fund	770,000	770,000	620,000	620,000	-20%
Capital Equipment and Vehicle Capital Project Fund	590,000	590,000	620,000	620,000	5%
Emergency Fund	1,308,000	1,308,000	1,551,000	1,551,000	19%
County Debt Service Fund	9,324,325	9,324,325	8,531,250	8,631,250	-7%
County Debt Service Fund	1,857,268	1,857,268	1,964,034	1,964,034	6%
Total County	\$1,389,981	\$1,389,981	\$8,649,182	\$9,649,182	18%
School District Operations - Will be updated and adopted at a later date. (See above.)					
School District Debt Service	18,629,652	18,629,652	26,983,342	26,983,342	50%
Total School District	18,629,652	18,629,652	26,983,342	26,983,342	50%
Tri-County Tech Operations					
Tri-County Tech Operations	1,626,600	1,626,600	1,626,600	1,626,600	0%
Total Tri-County Tech Operations	1,626,600	1,626,600	1,626,600	1,626,600	0%
Special Purpose Tax District - Koonce Key Fire District					
Special Purpose Tax District	920,000	920,000	920,000	920,000	0%
Total Special Purpose Tax District	920,000	920,000	920,000	920,000	0%
Totals	\$23,965,683	\$23,965,683	\$19,312,694	\$19,312,694	
	Approved FY 2023-2023	Proposed 2023-2024			
	Millage Rate in Dollars	Millage Rate	Millage Rate in Dollars	Millage Rate	

FILED PLACE 864.973.6676

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the military service of The United States of America and may be, as such, entitled to the benefits of The Sailors and Soldiers Civil Relief Act of 1940, and any amendments thereto, to represent and protect the interests of said Defendants, AND IT IS FURTHER ORDERED, that a copy of this Order shall be forthwith served on the said Defendants by publication in the Daily Journal, a newspaper of general circulation, published in the County of Oconee, State of South Carolina, once a week for three consecutive weeks, together with the SUMMONS AND NOTICE of filing of Complaint in the above-entitled action.

IT IS SO ORDERED.
s/R. Scott Sprouse
10th Judicial Circuit Court Judge
Oconee County, South Carolina
03/27/23

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT
OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT CASE
NO.: 2022-CP-37-00759

NOTICE OF SALE
(Non-Jury)
Foreclosure of HOA Lien
Oakwood Hills Property Owners
Association
Plaintiff
Matthew T. Pitts

open for the customary thirty (30) days following the sale, but compliance may be made immediately. The sale shall require the highest bidder, other than the Plaintiff, to make a cash deposit of five (5%) percent of the bid as earnest money and as evidence of good faith. If the Plaintiff is the successful bidder at the sale, the amount due on its mortgage may be used as the equivalent of cash. Should the person making the highest bid at the sale fail to comply with the terms of the bid by depositing the said five (5%) percent in cash, the premises shall be resold at such bidder's risk on the same sales date, or some subsequent date, as the selling officer may find convenient and advantageous. Should the last and highest bidder fail to comply with the terms of his bid within twenty (20) days of the final acceptance of his bid, the selling officer shall re-advertise and re-sell the property on the same terms and at the bidder's risk on a subsequent sales day.

Should the Plaintiff's representative not attend the sale at the scheduled time, the sale shall be canceled, and the Clerk of Court may re-sell the property on the next or some subsequent sale day. NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of the title to be

FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.
ORDINANCE 2023-03 AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

INVITATION TO BID
Oconee County will accept sealed bids for ITB 22-13, Concrete Repair and Additions for Solid Waste until June 1, 2023 at 2:00 pm, EST, at which time they will be publicly opened.

PRE-BID
There will be a mandatory pre-bid meeting on Tuesday, May 9, 2023 at 10:00am, Oconee County Solid Waste Facility, 15028 Wells Highway, Seneca, SC 29678. Specifications may be obtained from Oconee County Procurement Office, 415 S. Pine Street, Walhalla, SC 29681, telephone (864) 638-4141 or at the County's E-bidding portal <https://oconeesc.bonfirehub.com/portal/?tab=openOpportunities>. Oconee County reserves the right to reject any or all bids, to waive any technicalities and informalities, and to accept the bids deemed to be in the best interest of the County.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: ORDINANCE 2023-05, ORDINANCE 2023-07, ORDINANCE 2023-08

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 04/27/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

Subscribed and sworn to before me this
04/27/2023



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

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HOUSES FOR SALE

PUBLISHERS NOTICE

All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

TRUCKS

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- V8 Engine
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- New custom all weather cover.
- Many customized additions & factory accessories.
- Well maintained.
- Records available!

Price: 18,500.00
Garage Kept!
Call 864-723-3284

For Sale!

There will be a public hearing held on May 16, 2023 at 6 pm in Oconee County Council Chambers located at 415 S. Pine St. Walhalla SC for the following:

ORDINANCE 2023-05 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY KNOWN TO THE COUNTY AND REFERRED TO FOR THE TIME BEING AS "PROJECT EVPACK AFFILIATE," DATED AS OF SEPTEMBER 19, 2017, AND OTHER RELATED MATTERS.

ORDINANCE 2023-07 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND PROJECT MADE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MADE; AND OTHER RELATED MATTERS.

ORDINANCE 2023-08 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY TO MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .14 ACRES AND BEING A PORTION OF TAX MAP # 256-00-01-008, AND AUTHORIZING THE RECEIPT OF CERTAIN REAL PROPERTY OWNED BY MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .0084 ACRES AND BEING A PORTION OF TAX MAP # 256-00-04-019; AND OTHER MATTERS RELATED THERETO.

TER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT MADE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MADE; AND OTHER RELATED MATTERS.

The public hearing will be held in the County Council Chambers, located at 415 South Pine Street, Walhalla, South Carolina, at 6:00 p.m. on Tuesday, May 16, 2023, in conjunction with a regularly scheduled meeting of the County Council.

Subject to the normal rules of County Council, as well as any rules adopted by emergency ordinance or otherwise, regarding appearances, members of the public are invited to attend and make comment concerning the proposed Ordinance.

Individuals who may need auxiliary aids to ensure effective participation and communication concerning the above public hearing should contact the Clerk to County Council at (864) 718-1023 or via email at jennifercadams@oconeesc.com no later than 24 hours prior to the scheduled hearing.

Miss a day ... Miss a lot!

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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Council Meetings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/06/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/06/2023



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

LEGAL S

The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

• July & August meetings, which will be only on the third Tuesday of each of these months;

• December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 24, 2023 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following



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Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, & September 19, 2023.

The Transportation Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, & September 19, 2023.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 24 [Strategic Planning Retreat] & March 24 [Budget Workshop] and 4:30 p.m. on the following dates: March 7, April 18, & May 2, 2023.

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-07**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND MEYN AMERICA, LLC (PROJECT MADE), ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MADE; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Made) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit C, pursuant to which certain real property consisting of approximately 32.6 acres in the Oconee Industry & Technology Park, as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, the property located in the Park is exempt from ad valorem taxation and the owners of that property pay a non-negotiated fee in lieu of tax payment in the absence of a Negotiated FILOT (“Non-Negotiated FILOT”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under

and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, MEYN America, LLC, formerly known to the County as Project Made, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of a distribution facility in the County (“Project”), which the Company expects will result in the investment of approximately \$10,800,000 in taxable property and the creation of approximately 25 new, full-time equivalent jobs;

WHEREAS, the Company has identified the Project Site in the County as an appropriate site for the Project, subject to satisfactory due diligence investigations;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Sponsor upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit E (the “PSA”);

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on March 21, 2023, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; and (ii) SSRCs with a term of 7 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement, the MCIP Agreement, and the PSA, each of which are now before this meeting, are in appropriate form and are each an appropriate instrument to be executed and delivered by the County for the purposes intended.

WHEREAS, at the Company’s request, the County intends to acknowledge and approve a grant agreement related to the Project (the “Grant Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit D.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. Statutory Findings. Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated

municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

Section 2. *Multi-County Park.* The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. *Authorization of an Approval of Form of Fee Agreement, MCIP Agreement, PSA, and Grant Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement are each authorized and approved. The form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement presented at this meeting, respectively, as attached as Exhibit B, Exhibit C, Exhibit D, and Exhibit E, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement, PSA, and the Grant Agreement to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The Fee Agreement, the MCIP Agreement, the PSA and the Grant Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement now before this meeting.

Section 5. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement.

Section 6. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: May 16, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliot, Chairman
Oconee County Council

[SEAL]

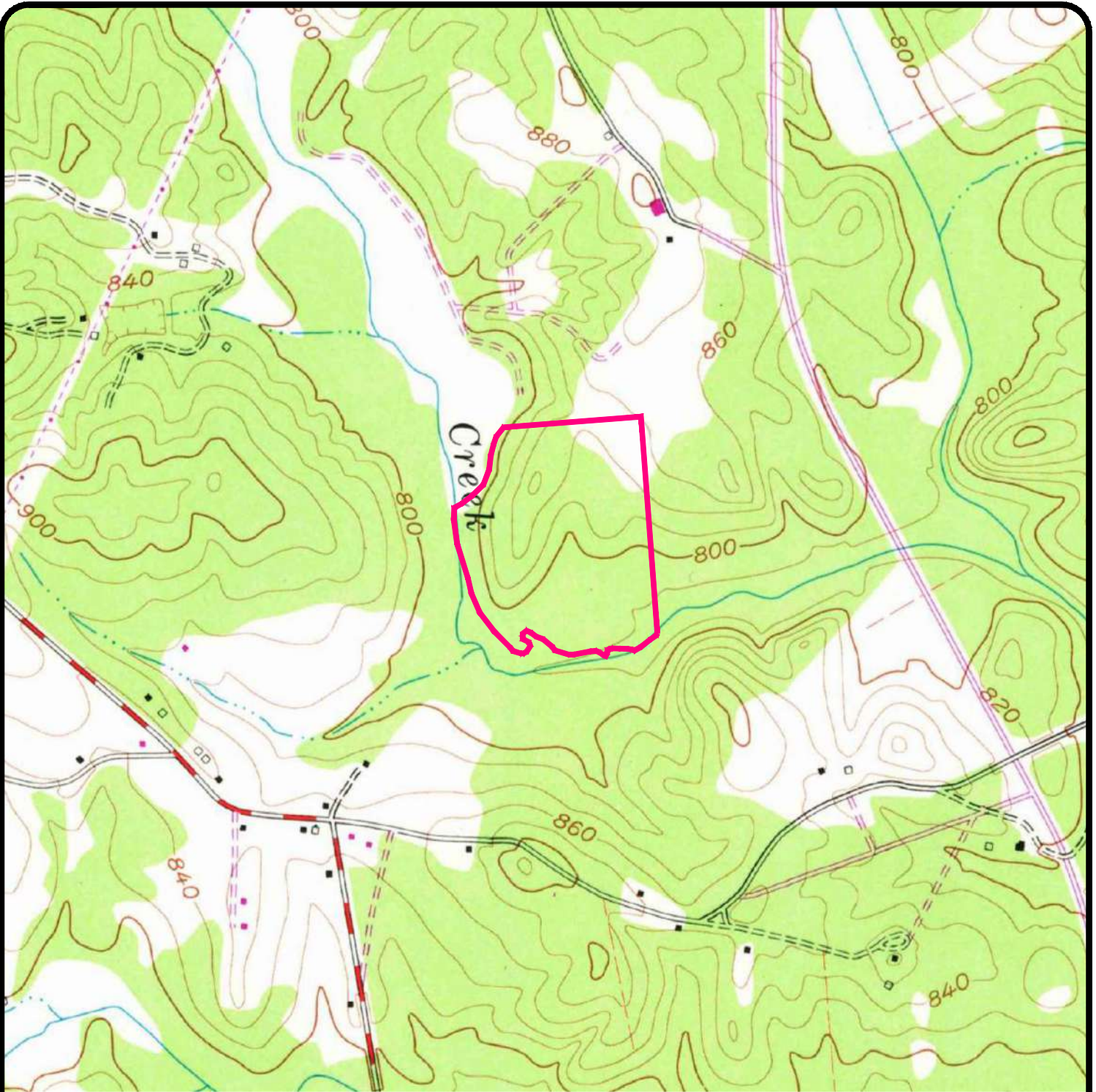
ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: April 18, 2023
Second Reading: May 2, 2023
Public Hearing: May 2, 2023
Third Reading: May 16, 2023

EXHIBIT A
DESCRIPTION OF PROJECT MADE PROPERTY
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]

To be attached upon completion of the site survey.



SOURCE: USGS TOPOGRAPHIC MAP, 7.5 MINUTE WESTMINSTER, SOUTH CAROLINA QUADRANGLE, 1980 EDITION



SITE TOPOGRAPHIC MAP

OCONEE COUNTY INDUSTRY AND TECHNOLOGY PARK SITE
OCONEE BUSINESS PARKWAY
WESTMINSTER, SOUTH CAROLINA

SCALE:
1" = 1000'
DATE:
APRIL 2023
PROJECT NUMBER
23600200

FIGURE NO.
1

EXHIBIT B
FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

MEYN AMERICA, LLC

AND

OCONEE COUNTY, SOUTH CAROLINA

EFFECTIVE: May 16, 2023

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**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, May 16, 2023, between Oconee County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Oconee County Council (“*County Council*”) as the governing body of the County, and MEYN America, LLC, a Georgia limited liability company (collectively, with any Sponsor Affiliate, “*Sponsor*”).

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (“*Act*”) of the Code of Laws of South Carolina 1976, as amended (“*Code*”): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, County is authorized and empowered under and pursuant to Title 4, Chapter 1 of the Code, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution (collectively, “*Multi-County Park Act*”) to establish or expand a multicounty industrial or business park and grant certain special source revenue credits against the fee in lieu of tax payments generated by such multicounty business park to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“*Infrastructure*”), and to provide for certain enhanced income tax credits to businesses located in such multicounty industrial or business park;

WHEREAS, the Sponsor proposes to establish a distribution and/or manufacturing facility on the real estate described in Exhibit A attached hereto (“*Real Property*”) in Oconee County, South Carolina (“*Project*”);

WHEREAS, the Project will involve an expected investment in taxable real and taxable personal property of at least \$10,800,000 during a five-year period, which would meet the minimum investment requirement under the Act;

WHEREAS, the Project is also expected to create not less than 25 new, full-time jobs in the County within a five-year period;

WHEREAS, based solely on information supplied by the Company to the County, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

WHEREAS, the County Council adopted an inducement resolution on March 21, 2023 and enacted an ordinance on May 16, 2023 (“*Fee Ordinance*”), as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this Fee Agreement

as a fee-in-lieu of ad valorem tax agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based on information regarding the Project provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I PROJECT OVERVIEW

Section 1.1. *Agreement to Waive Requirement of Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required retroactively to comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties (if any) of the County for the Sponsor's noncompliance that are within the County's control.

Section 1.2. *Rules of Construction; Defined Terms.* In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document unless the context clearly indicates otherwise.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses including reasonable attorneys' fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Sponsor a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Commencement Date" shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors, and assigns, acting by and through the Oconee County Council as the governing body of the County.

"County Council" shall mean the Oconee County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment, office furniture, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor to the extent such equipment and fixtures are not part of the Improvements.

“Event of Default” shall mean any Event of Default specified in Section 4.19 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean a fee-in-lieu of taxes pursuant to the Act or pursuant to the Multi-County Park Act, as the context requires.

“FILOT Payments” shall mean the Negotiated FILOT Payments.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of Negotiated FILOT Payments.

“Improvements” shall mean the buildings, structures and other improvements constructed or to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Infrastructure” means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

“Infrastructure Credit” means an “infrastructure improvement credit” as defined in the Act.

“Investment Commitment” shall mean the investment in taxable real and personal property at the Project of at least \$10,800,000 by the last day of the 5th year of the Investment Period.

“Investment Period” shall mean the period commencing on the Commencement Date and ending on the last day of the 10th year following the Commencement Date.

“Job Commitment” shall mean the creation at the Project of not less than 25 new, full-time equivalent jobs by the last day of the 5th year of the Investment Period.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying Multi-County Park Act agreement between the County and Pickens County, effective as May 16, 2023 (“MCIP Agreement”), and any amendments thereto, or any successor multi-county industrial/business park agreement thereto.

“Negotiated FILOT Payments” shall mean any fee in lieu of tax payments due pursuant to an agreement entered between the Sponsor and the County under the Act, including those under Section 4.1 hereof, with respect to that portion of the Project consisting of Economic Development Property.

“Phase” or “Phases” in respect of the Project shall mean the Real Property, Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the last day of the property tax year that is no later than the 29th year following the first property tax year in which an applicable piece of economic development property is placed in service.

“Project” shall mean the Real Property, Improvements, and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Qualifying Infrastructure Costs” shall mean the costs of the Infrastructure.

“Real Property” shall mean the land identified on Exhibit A, together with all and singular rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon, and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component hereunder regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.1 hereof and Section 12-44-60 of the Code.

“Retroactive Tax Payment” shall mean the payment due if the Sponsor fails to meet the Act Minimum Investment Requirement in an amount equal to the difference between ad valorem property taxes on the Real Property, Improvements, and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code

“Special Source Revenue Credit” or “SSRC” shall mean the special source revenue credit granted by the County pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, as further described in Section 4.2 hereof.

“Sponsor” shall mean MEYN America, LLC, a company duly qualified to transact business in the State, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the Project constitutes a “project” within the meaning of the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Real Property to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park for a term of at least 20 years in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(h) The Multi-County Park is validly authorized and approved by the County and, to the best of the County’s knowledge, the Multi-County Park is validly authorized and approved by Pickens County, South Carolina. The MCIP Agreement has been authorized and executed by the County and by Pickens County, South Carolina, and the County has not challenged or terminated and has no knowledge of Pickens County having terminated or challenged the validity of the Multi-County Park.

Section 2.2. *Representations of the Sponsor.* The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South

Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in any material default, not waived, or cured, under any company restriction or any material agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, construct, install and operate, as applicable, certain facilities on the Real Property to conduct its distribution and/or manufacturing facility, and any other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes regarding the Economic Development Property authorized by the Act has, together with other incentives offered, induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and intends to achieve its Investment Commitment and Job Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees, or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act and therefore exempt from ad valorem taxation.

Section 3.2. *Diligent Completion.* The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable.

Section 3.3. *Multi-County Park.* By December 31, 2023, the County will use its reasonable efforts to cause the Real Property to be placed in the Multi-County Park (if not already in the Multi-County Park) and to be maintained in the Multi-County Park or in some other multicounty industrial or business park within the meaning of the Multi-County Park Act for at least as long as the SSRC is to be provided to the Sponsor under this Fee Agreement.

Section 3.4. *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

ARTICLE IV PAYMENTS IN LIEU OF TAXES AND SPECIAL SOURCE REVENUE CREDIT

Section 4.1. *Negotiated FILOT Payments.* The Project is exempt from ad valorem taxation, but the

Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter a negotiated fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Improvements and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the SSRC. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: The fair market value of the Phase calculated as set forth in the Act, multiplied by,

Step 2: an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 30 years thereafter,

Step 3: Use a fixed millage rate applicable on June 30, 2022, which the parties believe to be 217.9 mills, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the SSRC as described in Section 4.2 herein. The SSRC shall be applied as a reduction of the amount due and will be shown on the bill sent by the County to the Sponsor.

The Sponsor shall be entitled to an Investment Period of 10 years under this Fee Agreement as provided in the Act.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement in the amounts and duration contemplated by this Fee Agreement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

If the Sponsor fails to meet the Act Minimum Investment Requirement, then the Fee Agreement shall terminate, and the Sponsor shall owe the County the Retroactive Tax Payment. The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.2. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a SSRC, in reimbursement of investment in Qualifying Infrastructure Costs to be applied to its FILOT Payments. In no event may the Sponsor's aggregate SSRC claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs. The SSRC commences with the property tax year after the year in which the first phase of the Project is placed in service and shall remain effective and will be a 35% SSRC for 7 years. If the

Project's total investment in real or personal property as shown on the Sponsor's annual tax return is \$20,000,000 or more within the first 5 years, the SSRC will be adjusted to 50% starting with the year in which the Sponsor reached a total investment of \$20,000,000 or more until the end of the 10 year SSRC period.

To claim each SSRC, the Sponsor shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Sponsor is entitled to claim an SSRC, an Annual Special Source Revenue Credit Certification, the form of which is attached as Exhibit C (the "Certification"), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the SSRC. Failure to timely file the Certification shall not result in a forfeiture of the SSRC for such year, but the County will not deduct the SSRC from the FILOT bill until the Certification is submitted by the Company. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the SSRC from the FILOT payment due by the Sponsor on the FILOT bill. If the information contained on the Certification is correct, then the County shall deduct the SSRC amount from the FILOT bill. In no event is the County required to deduct any SSRC amount from the FILOT bill while any of the Sponsor's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Sponsor.

Section 4.3. Failure to Satisfy Minimum Special Source Credit Requirements. If the Sponsor does not satisfy at least 50% of the Investment Commitment by the end of the 5th year of the Investment Period, without extension, then the Sponsor shall not be entitled to receive any Special Source Credit and shall repay all Special Source Credits received by the Sponsor. If the Sponsor does not meet the Investment Commitment by the end of the 5th year of the Investment Period., without extension, but satisfies at least 50% of the Investment Commitment, then the Sponsor (i) shall repay the Repayment Amount, as calculated below, if any and (ii) if a Repayment Amount is due then the percentage of any future Special Source Credit shall be reduced by a percentage equal to the amount multiplied against the Aggregate SSRC previously received when calculating the Repayment Amount. The Repayment Amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment})) = \text{Repayment Amount}$$

For example, if the Sponsor has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but does not meet the Investment Commitment by the end of the 5th year of the Investment Period, but instead only makes an investment of \$8,000,000, then the Sponsor would be required to repay to the County approximately \$25,926, calculated as follows:

$$\$8,000,000 / 10,800,000$$

$$(1 - (0.74074)) = 0.25926$$

$$\$100,000 * 0.25926 = \$25,926$$

In addition, the Special Source Credit for any remaining years would be reduced by 25.926%

Any payment made under this Section 4.2, shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act.

Section 4.4. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant, and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (“**Replacement Value**”) is less than or equal to the original income tax basis of the Removed Components (“**Original Value**”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to the remainder of the term of this Fee Agreement; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“**Excess Value**”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property but subject to the provisions of Section 4.2 hereof.

Section 4.5. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution of Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution of Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

Section 4.6. Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.7. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“**Removed Components**”) shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. To the extent that the SSRC is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any SSRCs were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.8. Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question. If there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement and the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may in its sole

discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Sections 4.1 and 4.2 hereof.

(c) *Election to Remove*. In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.9. Condemnation.

(a) *Complete Taking*. If at any time during the term of this Fee Agreement title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy and use of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking*. In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County, the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.11. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, “Losses”).

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Sponsor in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Sponsor as promptly as practicable thereafter all information and documentation reasonably requested by the Sponsor to verify the Losses asserted. Upon the Sponsor’s receipt of any notice of a claim pursuant to this Section 2.05(b), the Sponsor may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Sponsor’s cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Sponsor reasonably determines that a conflict of interest exists between the County and

the Sponsor, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Sponsor shall be liable for the reasonable cost of such counsel. Whether or not the Sponsor chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Sponsor shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Sponsor does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Sponsor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.11: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct; (iii) to the extent such amount exceeds the amount of the savings actually realized by Sponsor under this Agreement; or (iv) to the extent the amount exceeds \$350,000.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.11 unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.11 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(c) The County is entitled to use counsel of its choice and the Sponsor shall, reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

Section 4.12. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary "state-of-the-art" trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor's operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information ("**Confidential Information**"). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County's police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State

law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections.

Section 4.13. *Records and Reports.* The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “**Filings**”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.14. *Payment of Administrative Expenses.* The Sponsor will reimburse the County from time to time for its reasonable Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administrative Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice. The County does not anticipate the Sponsor’s reimbursement of these expenses should exceed \$15,000 over the term of this Agreement, but in any event, the Sponsor shall not be liable for any of such expenses exceeding \$15,000, provided however, this limit does not apply to Section 4.11 and Section 4.22 of this Fee Agreement.

Section 4.15. *Collection and Enforcement Rights of County.* The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.16. *Assignment and Subletting.* This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that the County hereby expressly consents to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such assignment; and provided further that in connection with any assignment or subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent under the Act, and to the extent any required or further consent is requested, the County may do so by passage of a resolution.

Section 4.17. *County’s Estoppel Certificates for Sponsor’s Financing Transactions.* The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in

any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.18. *Sponsor's Continuing Obligations After Termination by Sponsor.* In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.11, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.19. *Events of Default.* The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

- (a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or
- (b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of 90 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action; or
- (c) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or
- (d) A representation or warranty made by the County which is materially incorrect when made or deemed made; or
- (e) Failure by the County to perform any of the other material terms, conditions, obligations, or covenants of the County hereunder, which failure shall continue for a period of 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 4.20. *Remedies on Default.* Whenever any Event of Default with respect to the Sponsor shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of the Sponsor's failure to make any payments due under this Fee Agreement), may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of the Sponsor under this Fee Agreement.

Whenever any Event of Default with respect to the County shall have occurred and shall be continuing, the Sponsor, after having given written notice to the County of such default and after the expiration of a thirty (30) day cure period the Sponsor shall grant to the County, may take any one or more of the following remedial actions:

(a) bring an action for specific enforcement; or

(b) take such other action as is appropriate, including any other legal action, to recover its damages.

Section 4.21. Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Sponsor under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.22. Reimbursement of Legal Fees and Other Expenses. If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred, which shall not be subject to the limitation of Section 4.11.

ARTICLE V MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
 Attn: County Administrator
 415 South Pine Street
 Walhalla, South Carolina 29691

WITH COPIES TO: (does not constitute notice)
 David R. Root, Esq.
 County Attorney
 415 South Pine Street
 Walhalla, South Carolina 29691

(does not constitute notice)
Michael E. Kozlarek
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602

Oconee Economic Alliance
528 Bypass US-123, Suite G
Seneca, SC 29678
Attention: President

AS TO THE SPONSORS: MEYN America, LLC
 Michael Otterbach
 1000 Evenflo Drive
 Ball Ground, Georgia 30107

WITH COPIES TO:

(does not constitute notice)
Nelson Mullins Riley & Scarborough LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, South Carolina 29201

Section 5.2. *Binding Effect.* This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4. *Governing Law.* This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6. *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered between the parties.

Section 5.7. *Further Assurance.* From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement. To the extent County Council is required to take official action to effectuate the purposes of this Fee Agreement, County Council agrees to do so by resolution unless an ordinance is required by law.

Section 5.8. *Severability.*

(a) If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, it is the intent of the parties that the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed, including by reducing any applicable term thereof, so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived from this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

(b) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found

to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide an infrastructure credit and/or a special source revenue credit pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, to the Sponsor to the maximum extent permitted by law, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 5.9. *Limited Obligation.* ANY MONETARY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. *Force Majeure.* Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, pandemics, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war, or national emergency, or acts of God.

Section 5.11 *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 5.12. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and, to the extent required by the Act, requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by resolution of County Council; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such designation; and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, provided, however, the Sponsor notifies the County within thirty days following such designation. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 5.13. *Termination; Termination by Sponsor.*

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates at the conclusion of the Fee Term.

(b) The Sponsor is authorized to terminate the provisions of Section 4.1 and/or 4.2 hereof with respect to the Negotiated FILOT Payments at any time with respect to all or part of the Project by providing the County with 30 days' notice.

(c) The Sponsor is authorized to terminate the entire Fee Agreement at any time with respect to all

or part of the Project by providing the County with 30 days' notice.

(d) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(e) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 5.14. State Law Considerations. The authorization, execution, and delivery of this Fee Agreement and any obligations of the County under this Fee Agreement are subject any law that may relate to the FILOT Payments or SSRCs, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

Section 5.15. Counterparts; Electronic Signatures. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman of County Council and to be attested by the Clerk to County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliot, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

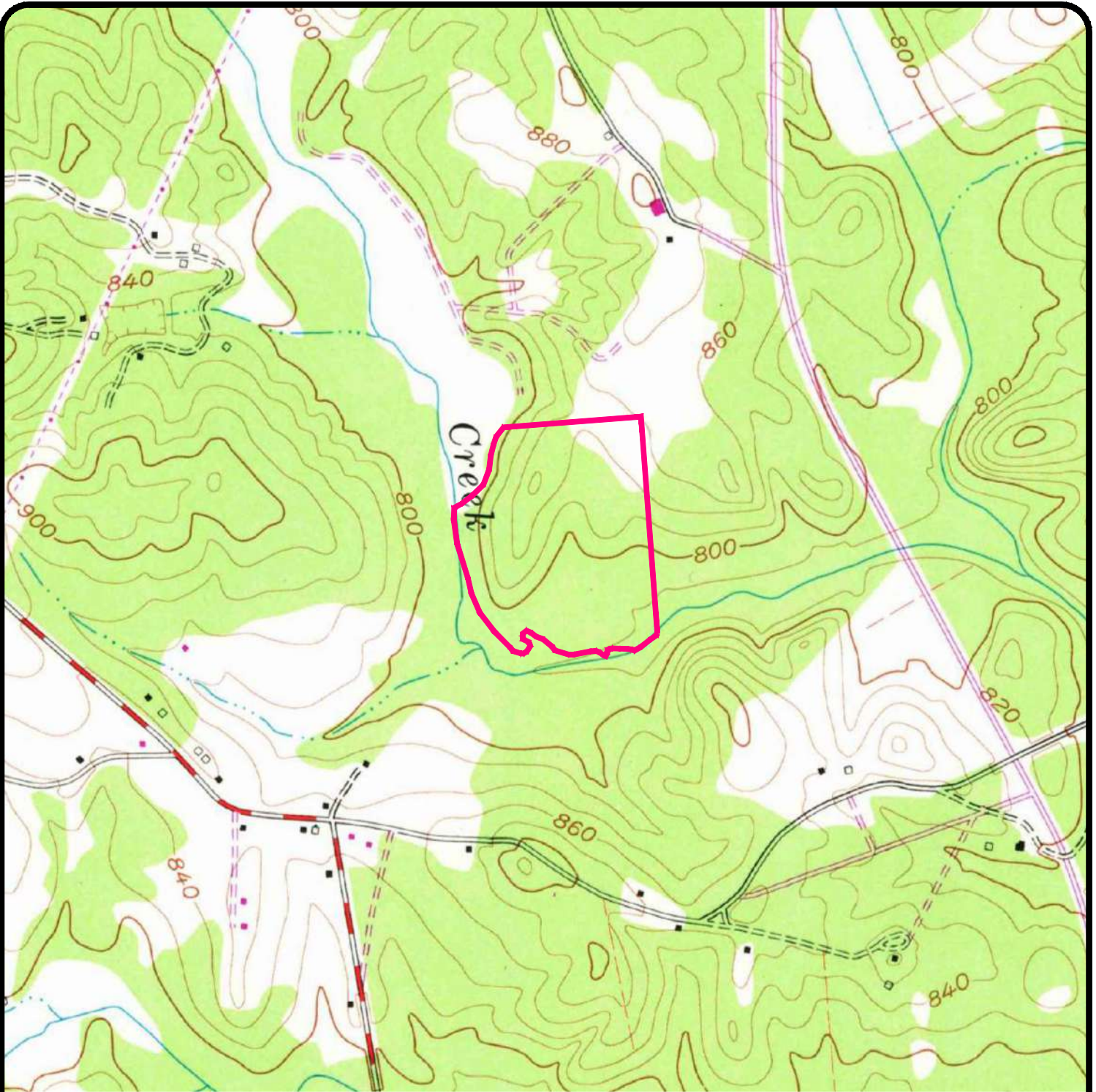
MEYN AMERICA, LLC, a Georgia limited liability company

By: _____
Its: _____

[SIGNATURE PAGE TO FEE AGREEMENT]

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

To be attached upon the completion of the site survey.



SOURCE: USGS TOPOGRAPHIC MAP, 7.5 MINUTE WESTMINSTER, SOUTH CAROLINA QUADRANGLE, 1980 EDITION



SITE TOPOGRAPHIC MAP

OCONEE COUNTY INDUSTRY AND TECHNOLOGY PARK SITE
OCONEE BUSINESS PARKWAY
WESTMINSTER, SOUTH CAROLINA

SCALE:
1" = 1000'
DATE:
APRIL 2023
PROJECT NUMBER
23600200

FIGURE NO.
1

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective May 16, 2023 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and MEYN America, LLC (collectively, with any Sponsor Affiliate, “*Sponsor*”).

1. Joinder to Fee Agreement. [], a [state] [corporation/limited liability company/limited partnership] authorized to conduct business in the State, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

2. Capitalized Terms. Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate. The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived, or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request of Sponsor Affiliate. The Sponsor Affiliate hereby requests and consents to its addition, as “sponsor affiliate” to the Fee Agreement.

5. Request of Sponsor. The Sponsor hereby requests and consents to the addition of _____ as “sponsor affiliate” to the Fee Agreement.

6. Governing Law. This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State.

7. Notice. Notices under Section 10.1 of the Fee Agreement shall be sent to the Sponsor Affiliate at:

[_____]

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Sponsor requests and consents to the County's consenting to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth below.

Date: _____

MEYN AMERICA, LLC

By: _____

Its: _____

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth above.

[NAME OF SPONSOR AFFILIATE]

By: _____

Its: _____

IN WITNESS WHEREOF, at the Sponsor's and the Sponsor Affiliate's request, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

[Name], Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____

[Name], Clerk to Council
Oconee County Council

EXHIBIT C
FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE
ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective May 16, 2023 (“**Fee Agreement**”), between Oconee County, South Carolina (“County”), and MEYN America, LLC (collectively, with any Sponsor Affiliate, “**Sponsor**”). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.2 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim a Special Source Revenue Credit (“SSRC”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 35% of each of the first seven (7) FILOT Payments.

2. The invoice for the annual FILOT Payment for tax year 20_____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January _____, 20____, to be:

\$ _____

3. The Sponsor expended, in aggregate, \$ _____ in Qualifying Infrastructure Costs in the Project.

4. The Sponsor is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment x 35% = \$ _____

5. The total amount that the Sponsor is entitled to deduct and that the County will deduct from the FILOT Payment, is: \$ _____.

6. The SSRC specified in this Certificate for the current property tax year, together with the amount of all SSRCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which an SSRC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

MEYN America, LLC

Signature: _____

Name: _____

Title: _____

EXHIBIT C
FORM OF MCIP AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT MADE)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of May 16, 2023 by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2023-07, enacted by Oconee County Council on May 16, 2023, and Ordinance No. [●], enacted by Pickens County Council on [●], 2023, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

WHEREAS, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Queso” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such

inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code (“Non-Qualifying Site”), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee in Lieu of Taxes. To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county’s portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in the Oconee County portion of the Park shall be distributed solely to Pickens County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations

shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Emergency Services. All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

13. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. Term; Termination. This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, CurTec (U.S.A.), Inc., a Delaware corporation or CurTec USA LLC, a South Carolina limited liability company ("Company"), to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and CurTec USA LLC, a South Carolina limited liability company, dated as of March 15, 2022, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2028), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Oconee County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Oconee County, South Carolina

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Pickens County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Pickens County, South Carolina

EXHIBIT A
OCONEE COUNTY PROPERTY

[DESCRIPTION TO BE INSERTED PRIOR TO ADOPTION]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT D
FORM OF GRANT AGREEMENT

**SOUTH CAROLINA
COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT
Economic Development Grant Application**

Name and address of local Government applicant:

Oconee County, South Carolina
Attn. County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

This application was completed by:

Name Jamie Gilbert
Title Director of Economic Development
Telephone 803 288 4324
Fax _____
Email jgilbert@oconeesc.com

Note: When specific data is not available, estimates or approximations may be used if appropriately annotated as "Est." or "Approx."

Funds are being requested to assist with:

Land acquisition, site preparation, and constitutions costs of a poultry processing equipment distribution facility.

Local government contact for this project:

Name Jamie Gilbert
Title Director of Economic Development
Telephone 803 288 4324
Fax _____

CCED USE ONLY

File Number C-22-3725

County Oconee

Project Manager Amanda Lucas

Project Name Made

Funding Source:

- Set-Aside Fund (SA)
 Rural Infrastructure Fund (RIF)
 Closing Fund (CL)

Dates: Received _____

Approved _____

Disapproved _____

COMPANY INFORMATION

Name of Company: MEYN America, LLC

South Carolina Address: A portion of Tax Parcel Number 221-00-01-001 to include approximately 32.6 acres in the Oconee Industry & Technology Park, Oconee County, South Carolina,

Type of Business: Sole Proprietor Corporation
 Partnership/LLC S Corporation
 Other (Explain) Limited Liability Company

If business is a corporation, please list the state of incorporation: _____

Federal Employer ID Number [REDACTED] SC Employee Withholding Number [REDACTED]

Primary Business Type Distribution SIC Code: 333241
(manufacturing, service-related, etc.)

Company Contact: Michael Otterbach

Title: Vice President, Parts Operations

Address: 1000 Evenflo Drive, Ball Ground, Georgia 30107

Telephone: [REDACTED] Fax: _____

Email: [REDACTED]

Company Legal Counsel: Edward G. Kluiters, Esq.

Address: 1320 Main Street, 17th Floor, Columbia, South Carolina 29201

COMPANY PROJECT INFORMATION

COMPANY INFORMATION

Attach the following information related to the company and its proposed project:

1. Historical information on the company.
2. Description of the company's products or services.
3. Financial statements (annual report, 10K or audited financial statements to include P&L statement and balance sheet) **Please be aware that we will be unable to process any application until financial statements are provided. If the Company is a "start-up" operation, we require letters of commitment for financing from the Company's financial institution.**
4. Description of proposed facility to include: building type (new or existing), square footage, proposed renovations, etc.
5. Letter from the company confirming that the application has been reviewed by the company and that the information presented is accurate

ALL OF THE ABOVE INFORMATION IS REQUIRED FOR THE APPLICATION TO BE PROCESSED.

PROJECT TIMEFRAME

Start Date for Project: June 2023 _____
(Date job creation and/or investment begins)

Completion Date: December 31, 2024 _____
(Date investment and job creation are anticipated to be complete)

JOB CREATION

Total Number of New Jobs: 25 _____

Categories and wage rates for new jobs:

<u>Category</u>	<u>Number of Jobs</u>	<u>Average Wage</u> (annual or hourly)
Executive/Management	1	██████████
Technical/Professional	3	██████████
Administrative/Clerical		██████████
Skilled Production	6	██████████
Unskilled Production	13	██████████
Contract Employees		██████████
Other	2	██████████
Total	25	██████████

If the project involves the retention of existing jobs at the site, what will be the total number of jobs retained at the project site?

N/A _____

Annual payroll resulting from new jobs:

████████████████████

Annual payroll resulting from retained jobs?

N/A _____

If this project is an expansion of an existing company in SC, please state the number of current jobs in the state.

N/A _____

CAPITAL INVESTMENT

Land Cost \$ approximately 700,000.00 _____
Building Construction \$ approximately 7,600,000.00 _____
Building Acquisition \$ _____
Machinery & Equipment \$ approximately 2,500,000 _____
Total \$ 10,800,000 _____

Will this project require a new building or a physical addition to an existing building?

Yes No New building approx. 80,000 _____ sq. ft
 sq. ft. addition _____

What is the project type? New Project Expansion Project

PROPERTY TAXES

Estimated local property taxes for the first year of location or expansion:

Total property taxes: \$67,985 _____
County portion: \$18,312 _____
School portion: \$49,673 _____

INCENTIVES

Which of the following incentive and assistance programs will be involved in this project? (Please check all that apply)

X__ Fee-in-lieu % 6 _____ Term: 20 years _____
X__ Jobs Tax Credits (Is the Site a multi-county park?) yes no
___ Job Development Credits
X__ Job Training (readySC™) _____
___ Job Re-training Credits _____
___ Industrial Revenue Bond _____
X__ Special Source Revenue Bond/Credit Terms: 7 Years with conditional extension to 10 years
___ Community Development Block Grant Amount: _____
___ Utility Company Grant/Loan Amount: _____
___ Rural Infrastructure Authority Grant Amount: _____
X__ Other Set-aside Grant \$100,000

GRANT PROJECT INFORMATION

PROJECT INFORMATION

Attach the following:

1. A description of the activities to be undertaken with funds from this grant (give specific or estimated quantities and dimensions where possible).
2. A preliminary budget, showing cost estimates (identify source) and sources of funding for all elements of the project.
3. Two maps of the project area showing at least the following information: company location, existing infrastructure, the location of all improvements to be made (improvements to be made with CCED funding must be highlighted or color coded). Include any other relevant information which is available, such as a copy of any other grant applications, preliminary engineering reports, etc.

ALL OF THE ABOVE INFORMATION IS REQUIRED FOR THE APPLICATION TO BE PROCESSED.

PROJECT FUNDING

Total Funds Requested: \$100,000 _____

Total Project Cost: \$10,800,000 _____

Source of Project Funding	Amount	% of Total Project Cost
Company:	\$10,700,000	99.074%
Local Government:		
State:	\$100,000	0.926%
CCED ED Funds		
Federal:		
Other (private, utility, etc.)		
Total Project Cost	\$10,800,000	100%

****Important note: if this application is approved and a grant award is made, the grant award agreement requires that the project begin within 3 months and be completed within 18 months of the issuance of the grant agreement.**

TRAFFIC INFORMATION

If the activities to be undertaken with CCED funds will include road, provide the following information (estimates are acceptable):

Number of passenger vehicles which will be entering and exiting facility daily: N/A _____
Number of trucks which will be entering and exiting facility daily: N/A _____

APPLICANT ASSURANCES

The information provided in this application is correct to the best of the applicant's knowledge. ***The applicant understands, and the company has been notified as appropriate, that there will be no reimbursement of costs incurred before grant award unless prior written approval is given by the Coordinating Council for Economic Development.***

This application submitted by: Amanda Brock, County Administrator



(SIGNATURE)

May 5, 2023

(DATE)

EXHIBIT E
FORM OF PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

between

Oconee County, South Carolina, Seller

and

MEYN America, LLC, Purchaser

dated as of

May 16, 2023

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of 16th day of May, 2023, which is the date of the last of the signatures of Seller and Purchaser, (the “**Effective Date**”), is entered into between Oconee County, South Carolina, a body political and corporate and a political subdivision of the State of South Carolina (“**Seller**”) and MEYN America, LLC, a Georgia limited liability company (“**Purchaser**”), having an address at 1000 Evenflo Drive, Ball Ground, Georgia 30107.

ARTICLE I CONVEYANCE OF THE PROPERTY

Section 1.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively the “**Property**”):

(a) all that certain lot, piece, or parcel of land of 32.6 acres located at Oconee Business Parkway, Westminster, SC 29693, County of Oconee, and State of South Carolina, as more particularly bounded and described in **Exhibit A**, attached hereto and incorporated by reference (the “**Land**”);

(b) all of Seller’s right, title, and interest in and to any buildings and improvements located on the Land (collectively, the “**Improvements**”);

Section 1.02 Personal Property Excluded. The sale of the Property contemplated by this Agreement shall not include any personal property.

Section 1.03 AS-IS.

(a) Subject to Section 5.01 of this Agreement and the Closing Documents, Purchaser acknowledges that (i) Purchaser has made a thorough inspection and investigation of the Property and Purchaser agrees to take title to the Property “AS-IS, WHERE IS, AND WITH ALL FAULTS” and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price; (ii) Purchaser has undertaken all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement or the Closing Documents (as defined herein): (ii) Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement or the Closing Documents. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers’ statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or

purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement or the Closing Documents.

(c) Subject to Section 5.01 of this Agreement and the Closing Documents, (i) Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property, (ii) the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

(d) The provisions of this Section 1.03 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 1.04 Due Diligence.

(a) Due Diligence Period. Purchaser shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. EST on the date that is forty-five (45) days thereafter (the "**Inspection Period**"). During the Inspection Period, Purchaser and its agents, contractors, clients, and employees shall have the right to enter the Property to perform, at its sole cost and expense, such inspections and tests (collectively, the "**Inspections**") as Purchaser deems necessary, including a Phase I ESA. Furthermore, during the Inspection Period, Purchaser shall also have the right to have title to the Property examined as further described in Article IV below.

(b) Termination Rights. If Purchaser, in its sole discretion, determines the Property is unacceptable for any reason or if the results of Purchaser's title examination reveal any matter which affects the marketability of title or intended use of the Property as provided above as determined by Purchaser in its sole discretion, or if Purchaser decides not to proceed with the purchase of the Property for any reason or no reason, Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the end of the Initial Inspection Period. Upon delivery of such notice, Escrow Agent shall return the Deposit (as defined herein) to Purchaser and this Agreement shall terminate and the parties shall have no further rights or obligations to each other, other than those that are intended to survive the termination of this Agreement.

ARTICLE II PURCHASE PRICE

Section 2.01 Purchase Price and Deposit. Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of Five Thousand and 00/100 Dollars (\$5,000) (the "**Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Nelson Mullins Riley & Scarborough, LLP, as escrow agent ("**Escrow Agent**"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. The receipt of the Deposit is hereby acknowledged, and Escrow Agent agrees to hold the Deposit in escrow in a non-interest bearing account pursuant to the terms of Article XI of this Agreement. The Deposit shall be applied to the Purchase Price at Closing.

Section 2.02 The purchase price to be paid by Purchaser to Seller for the Property is twenty-two thousand two hundred and forty and 00/100 Dollars (\$22,240 per acre (the “**Purchase Price**”). The final acreage has been established by the Survey. The Purchase Price shall be payable to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed and other Closing Documents (as defined hereafter), by certified or official bank checks or by one or more wire transfers of immediately available federal funds to Seller’s account.

ARTICLE III CLOSING

Section 3.01 Closing Date. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place on the date no later than seventy-five (75) days from the Effective Date (the “**Closing Date**”) through an escrow closing with the Purchaser’s legal counsel, Nelson Mullins Riley & Scarborough, LLP, as escrow agent (the “**Escrow Agent**”). Seller and Purchaser agrees that TIME SHALL BE OF THE ESSENCE with respect to the performance by Seller and Purchaser of their obligations under this Agreement.

Section 3.02 Seller’s Closing Deliverables. At least two business days prior to Closing, Seller shall deliver or cause to be delivered to Escrow Agent, the following items, executed, witnessed, notarized, certified, and acknowledged by Seller, as appropriate (collectively, the “**Seller Closing Documents**”):

(a) One (1) original limited warranty deed (the “**Deed**”) in substantially the form attached hereto as **Exhibit B** referencing the Survey (as defined below) legal description duly executed with the appropriate acknowledgment form and affidavit of consideration for transfer taxes attached and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement.

(b) A certification that Seller is not a “foreign person” as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the “**Code**”), which certification shall be signed under penalty of perjury.

(c) An original Owner’s affidavit in a form reasonably acceptable to Seller and the Title Insurance Company.

(d) A certified duly adopted ordinance of Seller’s County Council authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(e) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under this Agreement and the Purchase Price due Seller.

(f) An I-295 South Carolina non-resident withholding tax affidavit.

(g) A Transferor Affidavit (Tax Lien Inapplicable) in reasonable form acceptable to Seller.

(h) A Gap Affidavit in reasonable form acceptable to Seller.

(i) Any other documents reasonably necessary to complete and evidence the sale and acquisition of the Property contemplated hereby, in a form reasonably satisfactory to the Parties.

Section 3.03 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered by Escrow Agent to Seller, the following items, executed, witnessed, notarized, certified, and acknowledged by Purchaser, as appropriate (the "**Purchaser Closing Documents**", and, together with the Seller's Closing Documents, the "**Closing Documents**"):

(a) The balance of the Purchase Price.

(b) The Purchaser's closing statement.

(c) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

(d) A consent of the board of directors of Purchaser authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

Section 3.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement and any other agreements and instruments related to the transaction contemplated by this Agreement.

(b) Seller shall pay:

(i) all costs and recording fees for the Deed and for the release of any liens or other encumbrances which are not Permitted Exceptions on the Property, as required pursuant to the terms of this Agreement.

(c) Purchaser shall pay:

(i) the costs charged by Purchaser's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey update; and

(iii) any other fees or costs related to Purchaser's due diligence reviews.

Section 3.05 Apportionments. The following shall be apportioned as of 11:59 p.m. EST of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes (if any) based on the fiscal year for which they are assessed and any assessments, if any. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment will be made when the actual tax amount is determined.

(b) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of South Carolina.

Section 3.06 Miscellaneous Adjustments. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Article III shall survive the Closing.

Section 3.07 Conditions to Closing. Purchaser's obligation to close shall be conditional upon the satisfaction of the following conditions:

(a) The physical and environmental condition of the Property shall not have changed from the Effective Date; and

(b) Seller's warranties and representations under this Agreement shall be true and correct in all material respects when made and at Closing, and all covenants and obligations of Seller contained in this Agreement shall have been performed in all respects and Seller shall not be in default hereunder.

ARTICLE IV TITLE MATTERS AND VIOLATIONS

Section 4.01 Acceptable Title. Seller shall convey, and Purchaser shall accept fee simple title to the Property, free from all defects and encumbrances to Purchaser, subject only to the Permitted Exceptions.

Section 4.02 Permitted Exceptions. The following matters shall constitute permitted exceptions to Seller's obligation to deliver to Purchaser fee simple title to the Property, free from all defects and encumbrances (collectively, the "**Permitted Exceptions**"):

(a) Any and all zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property.

(b) Any state of facts that an accurate survey of the Property would disclose and to which Purchaser does not object.

(c) Any exceptions disclosed on Schedule B of the Title Commitment (as hereinafter defined) to which Purchaser does not object or which will be extinguished upon the transfer of the Property and any other matters of record as of the Effective Date to which Purchaser, in Purchaser's sole discretion, does not object, provided that any Monetary Liens shall not be Permitted Exceptions.

(d) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

Section 4.03 Title Commitment.

(a) Purchaser shall promptly order, at its sole cost and expense:

(i) a commitment for title insurance (the “**Title Commitment**”) from a title insurance company selected by Purchaser (the “**Title Insurance Company**”), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and

(ii) a survey of the Property, prepared by a surveyor licensed in South Carolina (the “**Survey**”), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently and attached hereto as **Exhibit A**.

(b) Purchaser or Purchaser’s attorney shall deliver to Seller, and Seller’s attorney, in writing, any objections to the exceptions to title set forth in the Title Commitment or any matters shown on the Survey, other than the Permitted Exceptions (collectively, “**Title Objection Notice**”), by no later than the date that is 45 days after the Effective Date (“**Title Objection Date**”). The failure by Purchaser, or Purchaser’s attorney, to deliver the Title Objection Notice on or before the Title Objection Date shall constitute Purchaser’s irrevocable acceptance of the Title Commitment and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If, after giving the Title Objection Notice to Seller and Seller’s attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller immediately after the date Purchaser receives such evidence and Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller prior to the Closing Date. Purchaser and Seller acknowledges and agrees that **TIME IS OF THE ESSENCE** with respect to all time periods relating to Purchaser’s obligations set forth in this Section 4.03.

(c) Seller shall have the right, but not the obligation, to remove, correct, and/or satisfy Purchaser’s Title Objections prior to the Closing. Seller shall (i) notify Purchaser within 10 business days after receipt of Purchaser’s Title Objections (“**Seller’s Response Period**”) as to whether Seller will seek to remove, correct, and/or satisfy any of Purchaser’s Title Objections (“**Seller’s Response**”), and (ii) keep Purchaser reasonably apprised of Seller’s progress toward removing, correcting, and/or satisfying the same (and the manner in which such will be removed, corrected, and/or satisfied) if Seller elects to attempt to cure any of Purchaser’s Title Objections. If Seller fails to notify Purchaser of Seller’s Response within Seller’s Response Period, then Seller shall be deemed to have elected not to seek to remove, correct, and/or satisfy any of Purchaser’s Title Objections. If Seller elects to cure Purchaser’s Title Objections, Seller shall diligently pursue the same to completion. If there remains at the Closing any of Purchaser’s Title Objections that (i) Seller elected, during Seller’s Response Period, to attempt to cure, and (ii) could not be removed despite Seller’s diligence, then Purchaser may elect to: (i) consummate the transaction contemplated by this Agreement without regard to such defects and encumbrances; or (ii) terminate this Agreement and Escrow Agent shall return the Deposit to Purchaser and no party shall have any rights, duties, or obligations hereunder, except those specifically stated herein to survive termination of this Agreement. Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a new title matter is recorded after the Effective Date and reflected in any updated title insurance commitment, Seller shall use reasonable efforts to cause such new matter to be removed of record prior to the applicable Closing, unless Purchaser, in Purchaser’s sole discretion, agrees to accept title to the Property subject to such new matter.

Section 4.04 Seller’s Inability to Convey.

(a) If Seller on the Closing Date fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, or one of Purchaser’s conditions to Closing has not been satisfied, Purchaser shall either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, and Escrow Agent shall return the Deposit to Purchaser and this

Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions of subsection (b) immediately following and those that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or take any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor, at law or in equity, except that Seller shall, on or prior to the Closing, pay, discharge, or remove of record or cause any Monetary Liens to be paid, discharged, or removed of record at Seller's sole cost and expense and remove of record or cause to be removed of record at Seller's sole cost and expense any liens, defects or encumbrances created, on or after the Effective Date of this Agreement, by Seller or Seller's agents which are not Permitted Exceptions. The term "**Monetary Liens**" as used herein shall mean any lien and other encumbrances (other than Permitted Exceptions) which: (i) secure the payment of indebtedness of an ascertainable amount, excepting only the lien for rollback taxes and ad valorem taxes for the year of each Closing, if not then due and payable; (ii) are in a liquidated amount; (iii) may be satisfied solely by the payment of money; and (iv) were created by Seller or Seller's agents.

(c) Notwithstanding anything in this Section to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE V REPRESENTATIONS AND WARRANTIES, COVENANTS

Section 5.01 Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Seller is a political subdivision of the State of South Carolina, validly existing, and in good standing under the laws of the State of South Carolina.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate any ordinances of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the County Council and the appropriate and necessary action has been taken by such Council on the part of Seller. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(d) To Seller's actual knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this

Agreement. Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(e) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(f) To the best of the Seller’s knowledge, without inquiry, (i) the Property is in full compliance with all applicable environmental laws; (ii) the Property does not now contain and has not contained, during Seller’s ownership of the Property, any underground storage tanks, landfills, or other hazardous waste; (iii) the Property is not listed on any state or federal environmental remediation priority list; (iv) no claim, action, suit or proceeding is pending or threatened against Seller or any third party relating to hazardous waste, substances or materials (“**Hazardous Materials**”) on or within the Property, the violation of any environmental law, or the presence of any tank, underground or otherwise, within the Property; and (v) Seller has not materially violated any applicable State or federal environmental laws during Seller’s ownership of the Property.

(g) To Seller’s actual knowledge, without independent investigation, there are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(h) All labor performed and materials supplied for the Property at Seller’s request have been fully paid by Seller, and no mechanic’s lien or other lien may be claimed by any person for such labor or materials.

(i) There are no leases or rights to possession of third parties except for certain leases the terms of which do not extend beyond the applicable Closing Date. Seller shall at its sole cost and expense deliver title free and clear of any leases or rights of third parties in possession, which is a condition to Closing.

(j) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof, other than as evidenced by easements and other documents, if any, recorded in the applicable public records.

(k) Seller has not dealt with any broker in connection with this transaction.

As used herein, the phrase “to Seller’s actual knowledge,” “to the best of Seller’s knowledge,” or similar phrase means only those facts actually known by the County Administrator of Seller.

All representations and warranties of Seller are true and correct as of the Effective Date and shall be true and correct on and as of each Closing Date with the same force and effect as if made at that time and shall survive each Closing for a period of one (1) year.

Section 5.02 Purchaser's Representations and Warranties. Purchaser represents, warrants and covenants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the certificate of incorporation of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the consent of the board of directors of Purchaser and the appropriate and necessary action has been taken by such board of directors on the part of Purchaser. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

(c) Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser's power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, or, to the best of Purchaser's knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) Except for the express representations and warranties of Seller found in herein and in the Closing Documents, Purchaser is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein and in the Closing Documents.

(f) Purchaser is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(g) Purchaser has not dealt with any broker in connection with this transaction.

**ARTICLE VI
ENCUMBRANCES; MAINTENANCE AND REPAIRS**

Section 6.01 Encumbrances. Notwithstanding anything to the contrary in this Agreement, until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), encumber or create any liens or enter into any lease encumbering any part of the Property.

Section 6.02 Maintenance and Repairs. Seller shall cause the Property to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business, subject to reasonable wear.

**ARTICLE VII
RISK OF LOSS**

Section 7.01 Risk of Loss. Risk of loss shall remain with Seller prior to the Closing Date. If, prior to the Closing Date any material portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, Purchaser shall have the right to terminate this Agreement.

**ARTICLE VIII
NOTICES**

Section 8.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 8.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 8.02, by one of the following methods:

- (a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;
- (c) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or
- (d) electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 pm on a Business Day and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

Section 8.02 Parties' Addresses.

(a) Unless changed in accordance with Section 9.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name: Oconee County, South Carolina
Address: 415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

With a copy to:

Name: Oconee Economic Alliance
Address: 528 Bypass US-123, Suite G
Seneca, South Carolina 29678
Attention: President

With a copy to:

Name: Oconee County, South Carolina
Address: 415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Attorney

With a copy to:

Name: King Kozlarek Law LLC
Address: Post Office Box 565
Greenville, South Carolina 29602-0565
Attention: Michael E. Kozlarek
Email: michael@kingkozlaw.com

If to Purchaser:

Name: MEYN America, LLC
Address: 1000 Evenflo Drive
Ball Ground, Georgia 30107
Attention: Michael Otterbach
Email: motterbach@meyn.com

With a copy to:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

If to Escrow Agent:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE IX REMEDIES

Section 9.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, as and for full and complete liquidated and agreed damages for Purchaser's Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, Purchaser's remedies shall be as stated in Section 4.04 hereof and, in addition, Seller is entitled to the remedy of specific performance.

(c) Notwithstanding the foregoing or any other provision in this Agreement, a grossly negligent or intentional breach of Purchaser's or Seller's representations, warranties, or covenants, made under Article V of this Agreement shall entitle the other party to a recovery of its out-of-pocket expenses incurred in connection with this Agreement. This provision shall survive the termination of this Agreement.

(d) Upon the release of the Deposit to either Purchaser or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

(f) If any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

ARTICLE X ESCROW

Section 10.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) Escrow Agent shall have the right, but not the obligation, to invest the Deposit in savings accounts, treasury bills, certificates of deposits and/or in other money market instruments approved by Seller, or in funds investing in any of the foregoing, and shall not be liable for any losses suffered in connection with any such investment.

(b) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(c) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) Business Day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section 10.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to:

(i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of South Carolina; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

(g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section 10.03 Indemnification of Escrow Agent. Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section 10.04 Purchaser's Attorney as Escrow Agent. Notwithstanding anything to the contrary herein contained, Seller acknowledges that Escrow Agent is also acting as Purchaser's counsel in connection with this Agreement and the transactions contemplated hereunder. Seller further acknowledges and agrees that the Escrow Agent may represent Purchaser, as Purchaser's counsel, in any action, suit, or other proceeding between Seller and Purchaser or in which Seller and Purchaser may be involved.

Section 10.05 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI [RESERVED]

ARTICLE XII BROKERS

Section 12.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any

acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section 12.02 Survival. The provisions of this Article XII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIII MISCELLANEOUS

Section 13.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

Section 13.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 13.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 13.04 Limitation of Liability.

(a) No individual officer, Council member, employee, agent, attorney, successor, or assign of Seller, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) No officer, director, employee, attorney, successor, assign, or agent of Purchaser, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Seller and its successors and assigns and, without limitations, all other persons and entities, shall look solely to Purchaser's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

Section 13.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

Section 13.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify,

terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 13.07 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 13.08 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any purported assignment without Seller's consent shall be void and of no force or effect. Any change in control of Purchaser or of any of the direct or indirect ownership interests in Purchaser, at any level or tier of ownership, whether in one transaction or a series of transactions, shall constitute an assignment for purposes of this Section.

Section 13.09 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 13.10 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of South Carolina and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 13.11 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 13.12 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 13.13 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 13.14 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 13.15 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 13.16 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 6:00 p.m. Eastern Standard Time on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

MEYN AMERICA, LLC, a Georgia limited liability company

By: _____

Name: _____

Title: _____

SELLER:

OCONEE COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina

By: _____

Name: _____

Title: _____

ESCROW AGENT:

NELSON MULLINS RILEY &
SCARBOROUGH, LLP, as Escrow Agent

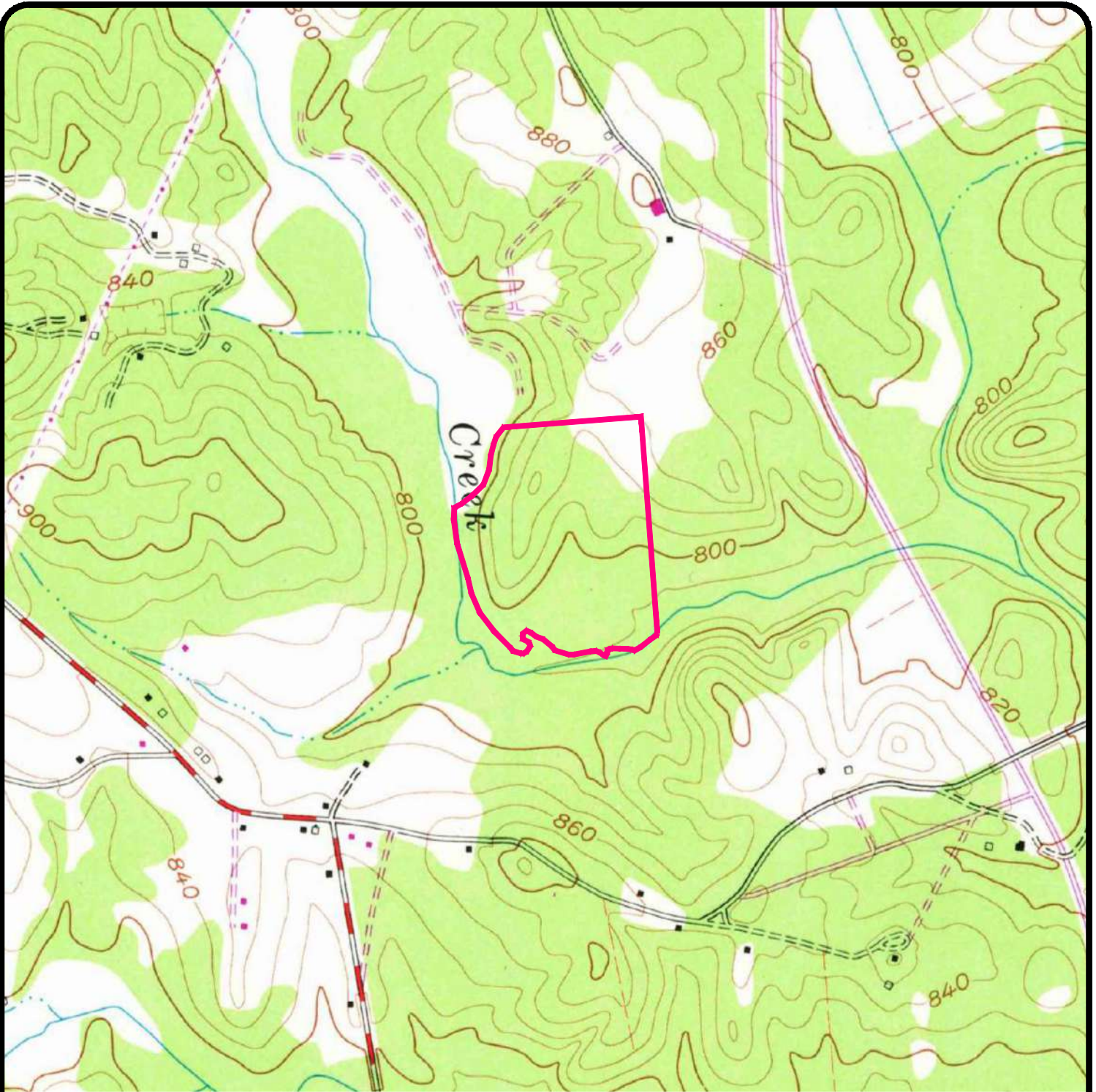
By: _____

Name: Edward G. Kluiters

Title: Partner

EXHIBIT A – PROPERTY DESCRIPTION

Approximately 32.6 acres located in the Oconee County Industry and Technology Park, near Westminster, South Carolina, and part of a larger tract identified as Oconee County tax map number 221-00-01-001.



SOURCE: USGS TOPOGRAPHIC MAP, 7.5 MINUTE WESTMINSTER, SOUTH CAROLINA QUADRANGLE, 1980 EDITION



SITE TOPOGRAPHIC MAP

OCONEE COUNTY INDUSTRY AND TECHNOLOGY PARK SITE
OCONEE BUSINESS PARKWAY
WESTMINSTER, SOUTH CAROLINA

SCALE: 1" = 1000'	FIGURE NO.
DATE: APRIL 2023	1
PROJECT NUMBER 23600200	

EXHIBIT B - LIMITED WARRANTY DEED



**Public Comment
SIGN IN SHEET
6:00 PM**

May 16, 2023

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	BOB HOOVER	OCONEE HUMANE SOCIETY
2	JANET BARWICK	" " "
3	Jennifer Johnson	Public Defenders
4	MICKEY HANET	_____
5	LINDA BOCK	ILLEGAL IMMIGRANTS
6	Lillian Lusk	Ord 2023-09
7	_____	
8	Jake Marcengill	Improper Use of office
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

May 16, 2023 ~ 6:00 p.m.

ORDINANCE 2023-01 AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

ORDINANCE 2023-03 AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

ORDINANCE 2023-05 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY KNOWN TO THE COUNTY AND REFERRED TO FOR THE TIME BEING AS "PROJECT EVPACK AFFILIATE," DATED AS OF SEPTEMBER 19, 2017; AND OTHER RELATED MATTERS.

ORDINANCE 2023-07 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND PROJECT MADE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MADE; AND OTHER RELATED MATTERS.

ORDINANCE 2023-08 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY TO MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .14 ACRES AND BEING A PORTION OF TAX MAP # 256-00-01-006, AND AUTHORIZING THE RECEIPT OF CERTAIN REAL PROPERTY OWNED BY MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .0034 ACRES AND BEING A PORTION OF TAX MAP # 256-00-04-019; AND OTHER MATTERS RELATED THERETO.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	Ordinance 2023-04	Ordinance 2023-03	Ordinance 2023-05	Ordinance 2023-07	Ordinance 2023-08
1.	2023-01					
2.	Jennifer Johnson (01)					
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Administration - Support Staff

Description	Grade	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
100	27,500	28,050	28,611	29,183	29,767	30,362	30,969	31,589	32,221	32,865	33,522	34,193	34,877	35,574	36,285	37,011	37,752	38,507	39,277	40,062	40,864	41,681	42,514	43,365	44,232	45,117	46,019	46,939	47,878	
105	28,875	29,453	30,042	30,642	31,255	31,880	32,518	33,168	33,832	34,508	35,198	35,902	36,620	37,353	38,100	38,862	39,639	40,432	41,241	42,065	42,907	43,765	44,640	45,533	46,444	47,372	48,320	49,286	50,272	
110	30,319	30,925	31,544	32,175	32,818	33,474	34,144	34,827	35,523	36,234	36,958	37,698	38,452	39,221	40,005	40,805	41,621	42,454	43,303	44,169	45,052	45,953	46,872	47,810	48,766	49,741	50,736	51,751	52,786	
115	31,835	32,471	33,121	33,783	34,459	35,148	35,851	36,568	37,299	38,045	38,806	39,582	40,374	41,182	42,005	42,845	43,702	44,576	45,468	46,377	47,305	48,251	49,216	50,200	51,204	52,228	53,273	54,338	55,425	
120	33,426	34,095	34,777	35,472	36,182	36,905	37,644	38,396	39,164	39,948	40,747	41,562	42,393	43,241	44,105	44,988	45,887	46,805	47,741	48,696	49,670	50,663	51,677	52,710	53,764	54,840	55,936	57,055	58,196	
125	35,098	35,800	36,516	37,246	37,991	38,751	39,526	40,316	41,123	41,945	42,784	43,640	44,512	45,403	46,311	47,237	48,182	49,145	50,128	51,131	52,153	53,196	54,260	55,346	56,453	57,582	58,733	59,908	61,106	
130	36,853	37,590	38,341	39,108	39,890	40,688	41,502	42,332	43,179	44,042	44,923	45,822	46,738	47,673	48,626	49,599	50,591	51,603	52,635	53,687	54,761	55,856	56,973	58,113	59,275	60,461	61,670	62,903	64,161	
135	38,695	39,469	40,259	41,064	41,885	42,723	43,577	44,449	45,338	46,244	47,169	48,113	49,075	50,056	51,058	52,079	53,120	54,183	55,266	56,372	57,499	58,649	59,822	61,019	62,239	63,484	64,753	66,048	67,369	
140	40,630	41,443	42,271	43,117	43,979	44,859	45,756	46,671	47,605	48,557	49,528	50,518	51,529	52,559	53,610	54,683	55,776	56,892	58,030	59,190	60,374	61,582	62,813	64,069	65,351	66,658	67,991	69,351	70,738	
145	42,662	43,515	44,385	45,273	46,178	47,102	48,044	49,005	49,985	50,984	52,004	53,044	54,105	55,187	56,291	57,417	58,565	59,736	60,931	62,150	63,393	64,661	65,954	67,273	68,618	69,991	71,391	72,818	74,275	
150	44,795	45,690	46,604	47,536	48,487	49,457	50,446	51,455	52,484	53,534	54,604	55,696	56,810	57,947	59,106	60,288	61,493	62,723	63,978	65,257	66,562	67,894	69,252	70,637	72,049	73,490	74,960	76,459	77,988	
155	47,034	47,975	48,935	49,913	50,911	51,930	52,968	54,028	55,108	56,210	57,335	58,481	59,651	60,844	62,061	63,302	64,568	65,859	67,177	68,520	69,891	71,288	72,714	74,168	75,652	77,165	78,708	80,282	81,888	
160	49,386	50,374	51,381	52,409	53,457	54,526	55,617	56,729	57,864	59,021	60,201	61,405	62,633	63,885	65,164	66,467	67,796	69,152	70,535	71,946	73,385	74,853	76,350	77,877	79,434	81,023	82,644	84,296	85,982	
165	51,855	52,892	53,950	55,029	56,130	57,252	58,398	59,565	60,757	61,972	63,211	64,476	65,765	67,080	68,423	69,790	71,186	72,610	74,062	75,543	77,054	78,595	80,167	81,771	83,406	85,074	86,776	88,511	90,281	
170	54,448	55,537	56,648	57,781	58,936	60,115	61,317	62,544	63,795	65,071	66,372	67,699	69,053	70,434	71,843	73,280	74,746	76,241	77,765	79,321	80,907	82,525	84,176	85,859	87,576	89,328	91,114	92,937	94,795	
175	57,171	58,314	59,480	60,670	61,883	63,121	64,383	65,671	66,984	68,324	69,691	71,084	72,506	73,956	75,435	76,944	78,483	80,053	81,654	83,287	84,952	86,651	88,384	90,152	91,955	93,794	95,670	97,584	99,535	
180	60,029	61,230	62,454	63,703	64,977	66,277	67,602	68,955	70,334	71,740	73,175	74,639	76,131	77,654	79,207	80,791	82,407	84,055	85,736	87,451	89,200	90,984	92,804	94,660	96,553	98,484	100,450	102,463	104,512	
185	63,031	64,291	65,577	66,888	68,226	69,591	70,983	72,402	73,850	75,327	76,834	78,371	79,938	81,537	83,167	84,831	86,527	88,258	90,023	91,824	93,660	95,533	97,444	99,393	101,381	103,408	105,476	107,586	109,738	
190	66,182	67,506	68,856	70,233	71,638	73,070	74,532	76,022	77,543	79,094	80,676	82,289	83,935	85,614	87,326	89,072	90,854	92,671	94,524	96,415	98,343	100,310	102,316	104,362	106,450	108,579	110,750	112,965	115,225	
195	69,491	70,881	72,299	73,745	75,219	76,724	78,258	79,823	81,420	83,048	84,709	86,403	88,132	89,894	91,692	93,526	95,396	97,304	99,250	101,235	103,260	105,325	107,432	109,581	111,772	114,008	116,288	118,613	120,986	

Paygrades are 5% increases - Years Experience are 2% Increase

Public Safety

Description	Grade	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Deputy I	200	45,900	46,818	47,754	48,709	49,684	50,677	51,691	52,725	53,779	54,855	55,952	57,071	58,212	59,377	60,564	61,775	63,011	64,271	65,557	66,868	68,205	69,569	70,960	72,380	73,827	75,304	76,810	78,346	
Deputy II	205	47,250	48,195	49,159	50,142	51,145	52,168	53,211	54,275	55,361	56,468	57,597	58,749	59,924	61,123	62,345	63,592	64,864	66,161	67,485	68,834	70,211	71,615	73,048	74,508	75,999	77,519	79,069	80,650	82,263
Senior Deputy	210	49,613	50,605	51,617	52,649	53,702	54,776	55,872	56,989	58,129	59,292	60,477	61,687	62,921	64,179	65,463	66,772	68,107	69,469	70,859	72,276	73,722	75,196	76,700	78,234	79,799	81,395	83,022	84,683	86,377
Master Deputy/Public Information Officer	215	52,093	53,135	54,198	55,282	56,387	57,515	58,665	59,839	61,035	62,256	63,501	64,771	66,067	67,388	68,736	70,110	71,513	72,943	74,402	75,890	77,408	78,956	80,535	82,146	83,789	85,464	87,174	88,917	90,695
Corporal/PT Tactical Medic/Cultural Diversity Officer	220	54,698	55,792	56,908	58,046	59,207	60,391	61,599	62,831	64,087	65,369	66,676	68,010	69,370	70,757	72,173	73,616	75,088	76,590	78,122	79,684	81,278	82,904	84,562	86,253	87,978	89,738	91,532	93,363	95,230
Sergeant	225	57,433	58,581	59,753	60,948	62,167	63,410	64,679	65,972	67,292	68,637	70,010	71,410	72,839	74,295	75,781	77,297	78,843	80,420	82,028	83,669	85,342	87,049	88,790	90,566	92,377	94,224	96,109	98,031	99,992
Lieutenant	230	60,304	61,510	62,741	63,995	65,275	66,581	67,912	69,271	70,656	72,069	73,511	74,981	76,480	78,010	79,570	81,162	82,785	84,441	86,129	87,852	89,609	91,401	93,229	95,094	96,996	98,936	100,914	102,933	104,991
Captain	240	66,485	67,815	69,172	70,555	71,966	73,405	74,873	76,371	77,898	79,456	81,045	82,666	84,320	86,006	87,726	89,481	91,270	93,096	94,958	96,857	98,794	100,770	102,785	104,841	106,938	109,077	111,258	113,483	115,753
Chief Deputy Sheriff	260	80,814	82,430	84,078	85,760	87,475	89,225	91,009	92,829	94,686	96,580	98,511	100,481	102,491	104,541	106,632	108,764	110,940	113,158	115,422	117,730	120,085	122,486	124,936	127,435	129,983	132,583	135,235	137,940	140,698

Paygrades are 5% increases - Years Experience are 2% Increase

Administration - Department Heads

Description	Grade	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
300	60,000	61,200	62,424	63,672	64,946	66,245	67,570	68,921	70,300	71,706	73,140	74,602	76,095	77,616	79,169	80,752	82,367	84,014	85,695	87,409	89,157	90,940	92,759	94,614	96,506	98,436	100,405	102,413	104,461	
305	63,000	64,260	65,545	66,856	68,193	69,557	70,948	72,367	73,815	75,291	76,797	78,333	79,899	81,497	83,127	84,790	86,485	88,215	89,980	91,779	93,615	95,487	97,397	99,345	101,332	103,358	105,425	107,534	109,685	
310	66,150	67,473	68,822	70,199	71,603	73,035	74,496	75,986	77,505	79,055	80,636	82,249	83,894	85,572	87,284	89,029	90,810	92,626	94,478	96,368	98,295	100,261	102,267	104,312	106,398	108,526	110,697	112,911	115,169	
315	69,458	70,847	72,264	73,709	75,183	76,687	78,220	79,785	81,381	83,008	84,668	86,362	88,089	89,851	91,648	93,481	95,350	97,257	99,202	101,186	103,210	105,274	107,380	109,527	111,718	113,952	116,231	118,556	120,927	
320	72,930	74,389	75,877	77,394	78,942	80,521	82,131	83,774	85,450	87,159	88,902	90,68																		

Draft

Fire																														
Description	Grade	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Rookie Firefighter	400	37,000	37,740	38,495	39,265	40,050	40,851	41,668	42,501	43,351	44,218	45,103	46,005	46,925	47,863	48,821	49,797	50,793	51,809	52,845	53,902	54,980	56,080	57,201	58,345	59,512	60,702	61,916	63,155	64,418
Probationary Firefighter	405	38,850	39,627	40,420	41,228	42,052	42,894	43,751	44,626	45,519	46,429	47,358	48,305	49,271	50,257	51,262	52,287	53,333	54,399	55,487	56,597	57,729	58,884	60,061	61,263	62,488	63,738	65,012	66,313	67,639
Firefighter I	410	40,793	41,608	42,441	43,289	44,155	45,038	45,939	46,858	47,795	48,751	49,726	50,720	51,735	52,769	53,825	54,901	55,999	57,119	58,262	59,427	60,616	61,828	63,064	64,326	65,612	66,924	68,263	69,628	71,021
Firefighter II	415	42,832	43,689	44,563	45,454	46,363	47,290	48,236	49,201	50,185	51,188	52,212	53,256	54,321	55,408	56,516	57,646	58,799	59,975	61,175	62,398	63,646	64,919	66,218	67,542	68,893	70,271	71,676	73,110	74,572
Firefighter Specialist	420	44,974	45,873	46,791	47,726	48,681	49,655	50,648	51,661	52,694	53,748	54,823	55,919	57,038	58,178	59,342	60,529	61,739	62,974	64,234	65,518	66,829	68,165	69,528	70,919	72,337	73,784	75,260	76,765	78,300
Fire Engineer	425	47,222	48,167	49,130	50,113	51,115	52,137	53,180	54,244	55,329	56,435	57,564	58,715	59,889	61,067	62,309	63,555	64,826	66,123	67,445	68,794	70,170	71,573	73,005	74,465	75,954	77,473	79,023	80,603	82,215
Field Training Officer/ Logistics Lieutenant	430	49,584	50,575	51,587	52,618	53,671	54,744	55,839	56,956	58,095	59,257	60,442	61,651	62,884	64,142	65,424	66,733	68,068	69,429	70,818	72,234	73,679	75,152	76,655	78,188	79,752	81,347	82,974	84,633	86,326
Captain	435	52,063	53,104	54,166	55,249	56,354	57,481	58,631	59,804	61,000	62,220	63,464	64,733	66,028	67,349	68,696	70,070	71,471	72,900	74,358	75,846	77,362	78,910	80,488	82,098	83,740	85,414	87,123	88,865	90,642
Battalion Chief	440	54,666	55,759	56,874	58,012	59,172	60,356	61,563	62,794	64,050	65,331	66,637	67,970	69,330	70,716	72,130	73,573	75,044	76,545	78,076	79,638	81,231	82,855	84,512	86,203	87,927	89,685	91,479	93,308	95,175
Fire Marshal/Training Chief	445	57,399	58,547	59,718	60,912	62,131	63,373	64,641	65,934	67,252	68,597	69,969	71,369	72,796	74,252	75,737	77,252	78,797	80,373	81,980	83,620	85,292	86,998	88,738	90,513	92,323	94,169	96,053	97,974	99,933
Assistant Fire Chief	450	60,269	61,474	62,704	63,958	65,237	66,542	67,873	69,230	70,615	72,027	73,468	74,937	76,436	77,965	79,524	81,114	82,737	84,391	86,079	87,801	89,557	91,348	93,175	95,038	96,939	98,878	100,855	102,873	104,930
Fire Chief	455	63,283	64,548	65,839	67,156	68,499	69,869	71,266	72,692	74,146	75,629	77,141	78,684	80,258	81,863	83,500	85,178	86,873	88,611	90,383	92,191	94,035	95,915	97,834	99,790	101,786	103,822	105,898	108,016	110,176
	460	66,447	67,776	69,131	70,514	71,924	73,363	74,830	76,326	77,853	79,410	80,998	82,618	84,270	85,956	87,675	89,428	91,217	93,041	94,902	96,800	98,736	100,711	102,725	104,780	106,875	109,013	111,193	113,417	115,685
	465	69,769	71,164	72,588	74,039	75,520	77,031	78,571	80,143	81,746	83,380	85,048	86,749	88,484	90,254	92,059	93,900	95,778	97,693	99,647	101,640	103,673	105,747	107,861	110,019	112,219	114,463	116,753	119,088	121,470

Paygrades are 5% increases - Years Experience are 2% increase

Equipment Operators																														
Description	Grade	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Operators II	500	38,000	38,760	39,535	40,326	41,132	41,955	42,794	43,650	44,523	45,414	46,322	47,248	48,193	49,157	50,140	51,143	52,166	53,209	54,273	55,359	56,466	57,595	58,747	59,922	61,121	62,343	63,590	64,862	66,159
Operator III	505	39,900	40,698	41,512	42,342	43,189	44,053	44,934	45,833	46,749	47,684	48,638	49,611	50,603	51,615	52,647	53,700	54,774	55,870	56,987	58,127	59,289	60,475	61,685	62,918	64,177	65,460	66,769	68,105	69,467
Operator IV	510	41,895	42,733	43,588	44,459	45,348	46,255	47,181	48,124	49,087	50,068	51,070	52,091	53,133	54,196	55,280	56,385	57,513	58,663	59,836	61,033	62,254	63,499	64,769	66,064	67,385	68,733	70,108	71,510	72,940
Operator V	515	43,990	44,870	45,767	46,682	47,616	48,568	49,540	50,530	51,541	52,572	53,623	54,696	55,790	56,905	58,044	59,204	60,388	61,596	62,828	64,085	65,366	66,674	68,007	69,367	70,755	72,170	73,613	75,086	76,587
	520	46,189	47,113	48,055	49,016	49,997	50,997	52,017	53,057	54,118	55,200	56,304	57,431	58,579	59,751	60,946	62,165	63,408	64,676	65,970	67,289	68,635	70,007	71,408	72,836	74,292	75,778	77,294	78,840	80,417
	525	48,499	49,469	50,458	51,467	52,497	53,546	54,617	55,710	56,824	57,960	59,120	60,302	61,508	62,738	63,993	65,273	66,578	67,910	69,268	70,653	72,067	73,508	74,978	76,478	78,007	79,567	81,159	82,782	84,437
	530	50,924	51,942	52,981	54,041	55,121	56,224	57,348	58,495	59,665	60,858	62,076	63,317	64,583	65,875	67,193	68,537	69,907	71,305	72,731	74,186	75,670	77,183	78,727	80,301	81,907	83,546	85,217	86,921	88,659
	535	53,470	54,539	55,630	56,743	57,877	59,035	60,216	61,420	62,648	63,901	65,179	66,483	67,813	69,169	70,552	71,963	73,403	74,871	76,368	77,895	79,453	81,042	82,663	84,317	86,003	87,723	89,477	91,267	93,092
	540	56,143	57,266	58,411	59,580	60,771	61,987	63,226	64,491	65,781	67,096	68,438	69,807	71,203	72,627	74,080	75,561	77,073	78,614	80,186	81,790	83,426	85,095	86,796	88,532	90,303	92,109	93,951	95,830	97,747
	545	58,950	60,129	61,332	62,559	63,810	65,086	66,388	67,716	69,070	70,451	71,860	73,298	74,763	76,259	77,784	79,340	80,926	82,545	84,196	85,880	87,597	89,349	91,136	92,959	94,818	96,714	98,649	100,622	102,634
	550	61,898	63,136	64,399	65,687	67,000	68,340	69,707	71,101	72,523	73,974	75,453	76,962	78,502	80,072	81,673	83,307	84,973	86,672	88,406	90,174	91,977	93,817	95,693	97,607	99,559	101,550	103,581	105,653	107,766
	555	64,993	66,293	67,619	68,971	70,350	71,757	73,193	74,656	76,150	77,673	79,226	80,810	82,427	84,075	85,757	87,472	89,221	91,005	92,826	94,682	96,576	98,508	100,478	102,487	104,537	106,628	108,760	110,935	113,154
	560	68,243	69,607	71,000	72,420	73,868	75,345	76,852	78,389	79,957	81,556	83,187	84,851	86,548	88,279	90,045	91,845	93,682	95,556	97,467	99,416	101,405	103,433	105,502	107,612	109,764	111,959	114,198	116,482	118,812
	565	71,655	73,088	74,550	76,041	77,561	79,113	80,695	82,309	83,955	85,634	87,347	89,094	90,875	92,693	94,547	96,438	98,367	100,334	102,341	104,387	106,475	108,605	110,777	112,992	115,252	117,557	119,908	122,306	124,753

Paygrades are 5% increases - Years Experience are 2% increase

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	55,149,500.00	2,434,805.30	50,754,736.52	0.00	4,394,763.48	8
081 State Revenue	3,918,343.00	26,726.01	2,637,384.01	0.00	1,280,958.99	33
082 Federal Revenue	199,500.00	-5,934.39	3,428.26	0.00	196,071.74	98
090 Other Financing Sources	1,729,677.00	3,316.31	194,691.57	0.00	1,534,985.43	89
010 General Fund	60,997,020.00	2,458,913.23	53,590,240.36	0.00	7,406,779.64	12

Quarterly Payments in State and Federal Revenue are posted as they are received. Final Quarter will not be posted until after the 06/30/2023.

Transfer In will be posted at 06/30/2023

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	2,442,080.00	0.00	0.00	0.00	2,442,080.00	100
095 Other Financing Uses	149,367.00	0.00	167.29	0.00	149,199.71	100
101 Sheriff	11,057,271.73	739,959.56	8,856,278.04	110,206.01	2,090,787.68	19
103 Coroner	373,596.00	22,959.59	296,586.21	317.10	76,692.69	21
104 Communications	1,951,158.00	134,133.76	1,603,859.70	36,827.43	310,470.87	16
106 Law Enforcement Center	5,286,572.00	345,776.68	3,988,820.21	210,084.23	1,087,667.56	21
107 Ems & Fire Services	7,262,311.34	250,596.09	4,995,030.63	561,890.64	1,705,390.07	23
110 Animal Control	732,662.25	46,284.95	573,460.69	2,920.48	156,281.08	21
120 Sheriff'S Bailiffs	18,000.00	2,080.42	38,143.79	0.00	-20,143.79	-112
202 Parks, Recreation, & Tour	977,004.00	192,251.35	632,998.63	620.63	343,384.74	35
203 High Falls Park	453,196.00	35,320.56	420,609.10	33.85	32,553.05	7
204 South Cove Park	601,882.00	36,046.68	511,511.02	0.00	90,370.98	15
205 Chau Ram Park	407,469.00	18,715.60	297,624.99	1,266.16	108,577.85	27
206 Library	1,591,324.00	97,110.00	1,246,243.61	8,986.48	336,093.91	21
301 Assessor	1,101,307.00	74,806.00	946,765.47	1,483.26	153,058.27	14
302 Auditor	667,476.00	44,751.70	534,538.30	39,318.37	93,619.33	14
303 Brd Of Assessment Appeals	7,526.00	1,057.07	4,306.22	0.00	3,219.78	43
305 Delinquent Tax	448,571.00	13,775.94	282,393.51	108,580.61	57,596.88	13
306 Treasurer	706,729.00	69,015.51	584,468.56	18,441.04	103,819.40	15
402 Dept Of Social Services	12,700.00	834.68	8,994.74	0.00	3,705.26	29
403 Health Department	29,150.00	1,737.13	22,486.36	0.00	6,663.64	23
404 Veterans' Affairs	235,175.00	15,026.89	188,462.52	460.06	46,252.42	20
501 Clerk Of Court	788,291.00	58,181.92	684,542.41	1,775.46	101,973.13	13
502 Probate Court	368,127.00	29,799.24	339,879.89	493.28	47,753.83	12
504 Solicitor	1,005,004.00	68,403.50	659,563.68	0.00	345,440.32	34
509 Magistrate	1,058,658.86	64,456.11	760,589.95	1,999.47	296,069.44	28
510 Public Defender	250,000.00	0.00	250,000.00	0.00	0.00	0
601 Road Department	3,143,133.00	158,494.80	2,266,929.16	7,328.54	868,875.30	28
702 Building Codes	734,647.00	34,788.26	561,938.42	8,611.18	164,097.40	22
704 County Council	326,751.00	22,892.01	287,251.89	3,894.40	35,604.71	11
705 Direct Aid	804,367.00	0.00	639,681.21	0.00	164,685.79	20
706 Delegation	68,457.00	1,073.53	14,599.01	316.16	53,541.83	78
707 Economic Development	666,252.00	27,725.86	532,511.71	2,107.68	131,632.61	20
708 Finance Department	718,308.00	41,313.57	589,437.57	9,049.05	119,821.38	17
709 Non-Departmental	3,160,678.14	60,306.09	2,683,156.38	406,733.76	70,788.00	2
710 Human Resources	390,751.00	29,373.34	323,329.10	1,939.43	65,482.47	17
711 Information Technology	1,472,358.28	72,852.87	1,234,454.26	110,052.42	127,851.60	9
712 Planning Department	444,572.00	15,661.25	276,436.36	422.36	167,713.28	38
713 Procurement	250,378.00	17,636.35	197,522.42	642.80	52,212.78	21
714 Facilities Maintenance	1,510,024.00	147,012.00	1,230,374.94	10,309.24	269,339.82	18

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
715 Registration & Elections	298,458.00	16,574.66	257,228.09	311.17	40,918.74	14
716 Soil & Water Conservation	81,981.00	4,184.48	77,156.58	0.00	4,824.42	8
717 Administrator'S Office	618,102.00	30,450.61	480,405.39	59,306.75	78,389.66	13
718 Solid Waste Department	6,803,610.90	737,206.44	4,852,793.23	958,883.33	991,934.34	15
720 Airport	2,636,305.50	146,784.69	1,674,787.82	551,221.21	410,296.47	16
721 Vehicle Maintenance	1,069,237.00	88,137.60	856,812.85	529.92	211,894.23	20
735 Register Of Deeds	361,909.00	27,586.81	263,476.92	13,885.26	84,546.82	23
741 County Attorney	404,792.00	27,916.61	286,624.34	0.00	108,167.66	27
799 Poll Workers	6,000.00	0.00	52,218.28	0.00	-46,218.28	-770
010 General Fund	65,973,680.00	4,051,062.76	48,377,451.45	3,251,249.22	14,344,979.33	22

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
080 Local Revenue	8,590,167.74	765,754.02	7,476,510.39	0.00	1,113,657.35	13
017 Rock Quarry Enterprise Fund	8,590,167.74	765,754.02	7,476,510.39	0.00	1,113,657.35	13

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
095 Other Financing Uses	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100
719 Rock Quarry	8,101,762.74	337,682.88	5,993,855.64	800,132.67	1,307,774.43	16
017 Rock Quarry Enterprise Fund	9,101,762.74	337,682.88	5,993,855.64	800,132.67	2,307,774.43	25

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
080 Local Revenue	1,532,580.46	27,055.26	1,688,393.43	0.00	-155,812.97	-10
020 Uninc Emergency Services Protection Srf	1,532,580.46	27,055.26	1,688,393.43	0.00	-155,812.97	-10

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
107 Ems & Fire Services	1,475,054.50	297,726.33	958,958.63	8,095.50	508,000.37	34
199 Emerg. Serv. Volunteers	200,000.00	0.00	143,600.45	0.00	56,399.55	28
020 Uninc Emergency Services Protection Srf	1,675,054.50	297,726.33	1,102,559.08	8,095.50	564,399.92	34

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
080 Local Revenue	1,857,268.00	-2,145,075.84	1,419,395.54	0.00	437,872.46	24
090 County Debt Service Fund	1,857,268.00	-2,145,075.84	1,419,395.54	0.00	437,872.46	24

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
854 2020 Go Refunding Bond	856,833.00	0.00	856,833.00	0.00	0.00	0
858 2016B Go Bond	401,010.00	0.00	398,992.72	0.00	2,017.28	1
862 2014 Ssrb Refunding Bond	319,907.00	0.00	321,862.16	0.00	-1,955.16	-1
893 2019 Go Bond Keowee Fire	58,378.00	0.00	0.00	0.00	58,378.00	100
894 2022 Go Bond- Keowee Fire	0.00	0.00	-22,464.75	0.00	22,464.75	0
896 2013 Go Bond -Echo Hills	221,140.00	591.25	221,171.25	0.00	-31.25	0
090 County Debt Service Fund	1,857,268.00	591.25	1,776,394.38	0.00	80,873.62	4

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
080 Local Revenue	54,000.00	0.00	59,485.76	0.00	-5,485.76	-10
090 Other Financing Sources	40,000.00	0.00	0.00	0.00	40,000.00	100
210 Sheriff'S Victims Assistance Srf	94,000.00	0.00	59,485.76	0.00	34,514.24	37

Transfer In will be posted at 06/30/2023

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
114 Sheriff'S Victims Assist.	123,336.00	10,538.84	106,172.53	0.00	17,163.47	14
210 Sheriff'S Victims Assistance Srf	123,336.00	10,538.84	106,172.53	0.00	17,163.47	14

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
080 Local Revenue	24,000.00	0.00	26,968.78	0.00	-2,968.78	-12
090 Other Financing Sources	45,000.00	0.00	0.00	0.00	45,000.00	100
215 Solicitor'S Victims Assistance Srf	69,000.00	0.00	26,968.78	0.00	42,031.22	61

Transfer In will be posted at 06/30/2023

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund 215 Solicitor'S Victims Assistance Srf						
512 Solicitor'S Victims Asst	77,532.00	5,299.62	68,762.74	0.00	8,769.26	11
215 Solicitor'S Victims Assistance Srf	77,532.00	5,299.62	68,762.74	0.00	8,769.26	11

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 04/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
080 Local Revenue	444,644.25	0.00	77,515.84	0.00	367,128.41	83
081 State Revenue	270,000.00	331,180.31	757,978.91	0.00	-487,978.91	-181
225 911 Communications Spec. Rev. Fund	714,644.25	331,180.31	835,494.75	0.00	-120,850.50	-17

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
104 Communications	1,208,644.25	17,867.71	774,240.80	59,290.32	375,113.13	31
225 911 Communications Spec. Rev. Fund	1,208,644.25	17,867.71	774,240.80	59,290.32	375,113.13	31

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
080 Local Revenue	1,825,000.00	63,284.50	1,970,879.26	0.00	-145,879.26	-8
250 Tri-County Technical College Srf	1,825,000.00	63,284.50	1,970,879.26	0.00	-145,879.26	-8

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
876 Tri-County Tech Operation	1,626,600.00	0.00	1,626,600.00	0.00	0.00	0
250 Tri-County Technical College Srf	1,626,600.00	0.00	1,626,600.00	0.00	0.00	0

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 04/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
080 Local Revenue	4,980,897.32	43,744.47	1,377,567.10	0.00	3,603,330.22	72
082 Federal Revenue	220,000.00	0.00	0.00	0.00	220,000.00	100
260 Road Maintenance Tax Srf	5,200,897.32	43,744.47	1,377,567.10	0.00	3,823,330.22	74

National Forest Funding is Reimbursable

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
601 Road Department	6,245,897.32	220,525.99	1,715,908.32	3,108,347.68	1,421,641.32	23
260 Road Maintenance Tax Srf	6,245,897.32	220,525.99	1,715,908.32	3,108,347.68	1,421,641.32	23

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
080 Local Revenue	1,361,212.68	37,464.96	3,257,319.83	0.00	-1,896,107.15	-139
315 Economic Development Cap. Proj. Fund	1,361,212.68	37,464.96	3,257,319.83	0.00	-1,896,107.15	-139

Increase in FILOT Ordinance 2017-26

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
202 Parks, Recreation, & Tour	3,412.55	231.35	15,259.58	0.00	-11,847.03	-347
707 Economic Development	1,357,800.13	78,687.01	253,842.65	138,405.69	965,551.79	71
315 Economic Development Cap. Proj. Fund	1,361,212.68	78,918.36	269,102.23	138,405.69	953,704.76	70

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
080 Local Revenue	621,655.91	20,822.06	653,619.13	0.00	-31,963.22	-5
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	20,822.06	653,619.13	0.00	-31,963.22	-5

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
601 Road Department	621,655.91	34,662.01	86,768.82	30,227.91	504,659.18	81
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	34,662.01	86,768.82	30,227.91	504,659.18	81

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
080 Local Revenue	413,138.28	41,616.05	1,312,878.42	0.00	-899,740.14	-218
090 Other Financing Sources	125,000.00	0.00	19,941.00	0.00	105,059.00	84
325 Capital Equipment & Vehicle Cpf	538,138.28	41,616.05	1,332,819.42	0.00	-794,681.14	-148

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
101 Sheriff	438,387.40	0.00	736,263.04	44,264.33	-342,139.97	-78
103 Coroner	39,703.00	0.00	39,377.00	326.00	0.00	0
202 Parks, Recreation, & Tour	47,618.00	0.00	47,618.00	0.00	0.00	0
206 Library	0.00	0.00	0.00	48,506.16	-48,506.16	0
301 Assessor	26,036.00	0.00	26,036.00	0.00	0.00	0
601 Road Department	52,165.32	0.00	0.00	65,228.00	-13,062.68	-25
714 Facilities Maintenance	69,552.00	0.00	30,277.00	55,422.00	-16,147.00	-23
717 Administrator'S Office	1,300,000.00	0.00	0.00	0.00	1,300,000.00	100
718 Solid Waste Department	0.00	21,094.00	604,926.23	0.00	-604,926.23	0
721 Vehicle Maintenance	88,400.00	0.00	88,400.00	0.00	0.00	0
325 Capital Equipment & Vehicle Cpf	2,061,861.72	21,094.00	1,572,897.27	213,746.49	275,217.96	13

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
080 Local Revenue	1,881,154.86	26,521.98	801,948.44	0.00	1,079,206.42	57
330 Parks, Recreation & Tourism Cpf	1,881,154.86	26,521.98	801,948.44	0.00	1,079,206.42	57

Use of Fund Balance and Rollovers

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 04/30/2023

Ideal Remaining Percent: 17 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
202 Parks, Recreation, & Tour	770,000.00	0.00	0.00	36,250.00	733,750.00	95
203 High Falls Park	0.00	6,160.00	81,125.80	203,079.52	-284,205.32	0
204 South Cove Park	3,617.50	0.00	0.00	3,617.50	0.00	0
214 Seneca Creek	1,107,537.36	0.00	2,000,283.34	985,511.96	-1,878,257.94	-170
330 Parks, Recreation & Tourism Cpf	1,881,154.86	6,160.00	2,081,409.14	1,228,458.98	-1,428,713.26	-76

1.5 million comes from ARPA